



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: August 17, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Department of Economic Security (ADES)

***Project Title/Description:**

Community Action Services Program

***Purpose:**

Pima County receives federal funds from the Department of Economic Security for Short Term Crisis Services/ Temporary Assistance To Needy Families (STCS/TANF), Low Income Home Energy Assistance Program (LIHEAP), and Community Services Block Grant (CSBG) for Emergency Services Network (ESN) and the other programs for ESN. The County allocates the funds for eligible low-income households experiencing a temporary financial crisis in order to prevent homelessness or utility disconnection.

Attachment: DI20-002265 - Intergovernmental Agreement (IGA) Arizona Department of Economic Security.

Indirect cost: 10%.

***Procurement Method:**

Not applicable to grant awards.

***Program Goals/Predicted Outcomes:**

The program goal is to alleviate poverty and provide emergency services

***Public Benefit:**

The benefit of this program to Pima County is it prevents evictions, foreclosures and utility shutoffs for low-income residents.

***Metrics Available to Measure Performance:**

Monthly case management reports, quarterly ROMA reports and annual CSBG Information Survey and Annual Community Action Plan.

***Retroactive:**

Yes. Agreement was received from the State on 6/19/20. The negative impact of not approving this Agreement is low-income Pima County residents would not receive utility and other emergency assistance.

GMI Approved 7/29/2020 GSI

Contract / Award Information

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

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

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

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

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards)☒ Award ☐ Amendment

Document Type: GTAW Department Code: CR Grant Number (i.e., 15-123): 21-11

Commencement Date: 7/1/20 Termination Date: 6/30/21 Amendment Number: _____

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ \$4,973,198.00***All Funding Source(s) required:** Community Services Block Grant; Short Term Crisis Services/Temp Assist to Needy Families; Social Services Block Grant; Low Income Home Energy Assist Program & Neighbors Helping Neighbors***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Passed through Arizona Department of Economic Security

Contact: Manira Cervantes/Rise Hart

Department: Community & Workforce Development


Telephone: 724-5710

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

Intergovernmental Agreement (IGA)	
Agreement No.: DI20-002265	
Description: Community Action Services Program	

Agreement between the Arizona Department of Economic Security ("ADES") and Pima County ("Contractor").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954 and,

The Contractor is duly authorized to execute and administer contracts under A.R.S. 11-251 et seq. and,

ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on July 1, 2020 and shall end on June 30, 2025, unless otherwise amended.

THEREFORE, ADES and Contractor (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

**FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:**


FOR AND ON BEHALF OF THE PIMA COUNTY:


_____ Procurement Officer Signature	_____ Signature
_____ Printed Name	Ramón Valadez _____ Printed Name
_____ Title	Chairman, Pima County Board of Supervisors _____ Title
_____ Date	_____ Date
DI20-002265 _____ ADES Contract Number	_____ Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General
Date: _____

By:  _____
Karen S. Friar, Deputy County Attorney
Date: June 22, 2020

<p style="text-align: center;">Scope of Work</p>	
<p>Agreement No DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

Scope of Work

1. Arizona Department of Economic Security (ADES) Mission and Vision Statement


- 1.1 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.
- 1.2 ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.

2. Purpose of Contract

- 2.1. Purpose Statement: To provide broad-ranging programs and services in rural and urban areas that are intended to pursue the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient.
- 2.2. Legal Authority: A.R.S. § 41-1954(A)(6) provides ADES, hereafter referred to as the Department, the authority to contract and incur obligations within the general scope of its activities and operations.
- 2.3. Funding: Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements and is described in Sections 9 and 10.

3. Definitions

- 3.1. **COATES**: Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 3.2. **CSBG Act**: The Community Services Block Grant Act (42 U.S.C. § 9901 *et seq.*), as amended by Public Law 105-285.
- 3.3. **Community Action Agency (CAA)**: A designated eligible entity as described under the federal Community Services Block Grant Act.
- 3.4. **Community Action Program Plan**: A document submitted by Community Action Agencies to the Division of Aging and Adult Services in order to receive the funding provided under Section 676 of the Community Services Block Grant Act.
- 3.5. **Client**: An eligible individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 3.6. **Private, non-profit CAAs**: A designated Community Action Agency that has been established and maintained as a 501(c)(3) as recognized by the Internal Revenue Service.
- 3.7. **Public CAAs**: A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.
- 3.8. **Results Oriented Management and Accountability (ROMA)**: A performance management system prescribed by the federal Department of Health and Human Services for Community Action Agencies.

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- 3.9. **Self-sufficiency:** The ability of an individual or family to sustain a given status without ongoing support from social service agencies.
- 3.10. **Economic self-sufficiency:** Possession of economic resources which are sufficient for ongoing solvency at a generally acceptable standard of living.
- 3.11. **Personal self-sufficiency:** Possession of physical, mental, emotional, and social resources which are sufficient for ongoing well-being.
- 3.12. **LIHEAP Incentive Plan:** A plan which describes the amounts and conditions of LIHEAP payments which Contractor desires to make available to Clients, apart from and in addition to regular LIHEAP payments, as an incentive to participate in case management.
- 3.13. **Linguistically Appropriate and Culturally Relevant:** Respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an agency service system. Such a system enables the agency, to work effectively in cross-cultural situations. The agency will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

4. Service Description


- 4.1. Arizona Taxonomy Definitions: **Community Action Services Program:** Services provide assistance and assess the needs of low-income Clients to determine the incremental steps the Client must take to move toward economic self-sufficiency. Services available include, but are not limited to: Coordination, Community Services, Case Management, Utility Assistance and Weatherization.
- 4.2. Actual Service Description: Services include Community Services, Case Management, Utility Assistance and Transportation.
 - 4.2.1. Coordination and Weatherization services **are not** provided under this Contract.

5. Contractor Requirements

The Contractor Shall:

5.1. Administrative Requirements:

- 5.1.1. Provide services that are culturally relevant and linguistically appropriate to the population served.
- 5.1.2. Comply with the Community Action section of the DAAS Policy and Procedure Manual, located at: <https://des.az.gov/services/aging-and-adult/partners/daas-policy-and-procedure-manual> as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:
 - 5.1.2.1. COATES Human Services Reauthorization Act of 1998;
 - 5.1.2.2. 2 CFR 200 – Uniform Administrative Requirements;
 - 5.1.2.3. Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - 5.1.2.4. Stewart B. McKinney Homeless Assistance Act;

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- 5.1.2.5. ARS §46-241 - Short Term Crisis Services;
- 5.1.2.6. ARS §46-731 - Utility Assistance;
- 5.1.2.7. ARS §46-741 - Neighbors Helping Neighbors;
- 5.1.2.8. ARS §46-140.01 - Verification of identity and citizenship and/or immigration status and
- 5.1.2.9. ARS §§1-501-1- 502, regarding eligibility for federal and state or local public benefits.

5.2. **Staffing and Security**

- 5.2.1. Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs.
- 5.2.2. Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 5.2.3. Maintain Client confidential information in a secure location.

5.3. **Equipment**


- 5.3.1. Access and utilize up-to-date information from ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other web sites.
- 5.3.2. Utilize computer back-up and recovery systems and procedures to prevent loss of data required for ADES reports and any disruption or degradation of services.
- 5.3.3. Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

5.4. **Service Provision**

- 5.4.1. Provide services directly, as allowed, or through subcontractors.
- 5.4.2. Collect and report required Client data.
- 5.4.3. Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
- 5.4.4. Maintain permanent facility locations which offer sufficient Client waiting space or waiting rooms, adequate seating, and restrooms for program applicants.

5.5. **Networking**

- 5.5.1. Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
- 5.5.2. Form local partnerships with community agencies to address the needs of low-income families and individuals.

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- 5.5.3. Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
- 5.5.4. Facilitate and participate in education, training, and information seminars, workshops, and conferences.
- 5.5.5. Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.

5.6. **Service Provisions**

- 5.6.1. Document all costs associated with provision of Contract services.
- 5.6.2. Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
- 5.6.3. Require that subcontractors are in compliance with applicable Federal Regulations, State Regulations, DAAS Policy and Procedure Manual for Community Services, and all requirements of this Contract.
- 5.6.4. Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 5.6.5. Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor or ADES.
- 5.6.6. Hold quarterly meetings at a minimum with subcontractors to communicate new developments, discuss problems, share ideas for improvements and address other identified topic areas.
- 5.6.7. Utilize Client grievance procedures in accordance with the community Action section of the DAAS Policy and Procedure Manual, to respond timely and effectively to customer complaints.
- 5.6.8. Identify service gaps among Client populations and develop and implement services or resources to meet identified needs.
- 5.6.9. Address and resolve Client barriers to service.
- 5.6.10. Train appropriate personnel in the use and completion of ADES approved written or electronic form(s) in accordance with DAAS Policy and Procedure Manual Community Services.

5.7. **Monitoring and Evaluation**

- 5.7.1. Utilize instruments for monitoring and evaluating subcontractors' performance and compliance with this Contract.
- 5.7.2. Conduct at a minimum, on-site Contract compliance monitoring of subcontractors twice during the five (5) year term of this Contract, to include, but not limited to, facilities, administrative and financial operations, and programmatic service delivery.
- 5.7.3. Establish and implement a process to improve service and performance of this Contract.

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5.7.4. Participate in ADES evaluation studies, when required.


6. General Reporting Requirements/Notices:

The Contractor shall:

- 6.1. Input Monthly billing information into the Division of Aging and Adult Reporting System (DAARS) in accordance with system Guide as may be amended, or as directed by ADES. Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered for approval by, the Community Action Program Manager.
- 6.2. Send all correspondence regarding this Contract electronically to the assigned DAAS Contract Specialist, or as directed by ADES.
- 6.3. Submit an Annual Cost Allocation Plan, at the beginning of each State Fiscal Year.
- 6.4. Complete "Contractor's Equipment List" (Form FES-1000A), as may be amended, for all proposed equipment purchases costing \$5,000 or more to be purchased in whole or in part with ADES funds (Exhibit A).
- 6.5. By June 30 annually, a twelve-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the twelve-month period beginning July 1 (of the same year), the target monitoring start and completion dates.
- 6.6. Submit to ADES the Current certificate(s) of insurance within (10) calendar days of award and as required in the Special Terms and Conditions and maintain a valid certificate of insurance on file with ADES Contract Specialist.

7. COMMUNITY SERVICES

- 7.1. Arizona Taxonomy Definitions: Community Services: Services that provide a range of activities that have a measurable, and major impact on causes of poverty.
- 7.2. Service Description: Community Services (provided in every county in Arizona) – The primary objectives of this service are:
 - 7.2.1. To strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty;
 - 7.2.2. The organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
 - 7.2.3. The greater use of innovative and effective community-based approaches to attacking the causes of poverty and of community breakdown;
 - 7.2.4. The maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and
 - 7.2.5. The broadening of the resource base of programs directed to the elimination of poverty.

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7.3. Funding Requirements

- 7.3.1. Community Services are funded by the Community Services Block Grant (CSBG).
- 7.3.2. CSBG funds must be used to further one or more of the three national goals of Community Action:
 - 7.3.2.1. Individuals and families with low incomes are stable and achieve economic security;
 - 7.3.2.2. Communities where people with low incomes live are healthy and offer economic opportunity;
 - 7.3.2.3. People with low incomes are engaged and active in building opportunities in communities.
- 7.3.3. Specific allowable activities are as follows:
 - 7.3.3.1. Individual and family stabilization. Stabilization consists of activities which provide resources to compensate for Clients' gaps in Self-Sufficiency. Examples include but are not limited to financial assistance activities and the operation of a food bank.
 - 7.3.3.2. Individual and family empowerment. Empowerment consists of activities which promote the attainment of Economic and/or Personal Self-Sufficiency by individuals and families. Examples include but are not limited to asset-building and mentoring programs.
 - 7.3.3.3. Community strengthening. Community strengthening consists of activities which improve the health of or create economic opportunities in communities where people with low incomes live. Examples include but are not limited to establishing mental health resources and developing affordable housing units.
 - 7.3.3.4. Community engagement. Community engagement consists of activities which engage individuals and/or organizations in working toward one or more of the three national goals of Community Action. Examples include but are not limited to advocacy, fundraising, and volunteer recruitment.
 - 7.3.3.5. Other. With the prior written approval of the ADES, CSBG funding may be used for activities not described above but which further one or more of the three national goals of Community Action.

7.4. Service Requirements

The Contractor Shall:

- 7.4.1. Unless exempted by the ADES, maintain (and produce on request) documentation of compliance with the CSBG Organizational Standards promulgated by the federal Office of Community Services in Information Memorandum 138.
- 7.4.2. Comply with all requirements of Public Law 105-285, including but not limited to the following:
 - 7.4.2.1. Contractor shall directly or indirectly provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals. Cf. P.L. 105-285 §676(b)(4)


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- 7.4.2.2. CSBG funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility. Cf. P.L. 105-285 §678(F)(a)
- 7.4.2.3. Programs funded by CSBG may not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election; or any voter registration activity. Cf. P.L. 105-285 §678(F)(b)(2)
- 7.4.2.4. No person may, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against distribution on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity. Cf. P.L. 105-285 §678(F)(c)
- 7.4.2.5. Custodial parents in single-parent families that participate in programs, activities, or services funded by CSBG must be informed of the availability of child support services, and eligible parents must be referred to the child support offices of State and local governments. Cf. P.L. 105-285 §678G(b)

7.5. Tripartite Board Requirements

The Contractor shall:

- 7.5.1. Maintain a Tripartite Governing (for private CAAs) or Advisory (for public CAAs) Board that is structured as follows:
 - 7.5.1.1. One-third of members are elected public officials currently holding office or such officials' representatives.
 - 7.5.1.1.1. If a current elected official (or the representative of one) cannot be identified to fill a vacancy on this sector of the board within the timeframe specified Scope of Work Section 7.5.6, a current appointive official (or the representative of one) may serve instead.
 - 7.5.1.2. At least one-third of members are low-income representatives, i.e. individuals who are (or have previously been) low-income, reside in the service area that they represent, and have been democratically selected by other low-income representatives residing in the same service area.

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7.5.1.2.1. If an individual who is (or has previously been) low-income cannot be identified to fill a vacancy on this sector of the board within the timeframe specified Scope of Work Section 7.5.6, a non-low-income individual may serve instead provided that he or she meets the other requirements of Scope of Work Section 7.5.1.2 and that the Contractor immediately notifies the Department of the special circumstance.

7.5.1.3. The remaining members are representatives of major groups and interests in the community, for example businesses, social service providers, religious organizations, law enforcement, and educational institutions.

7.5.2. To the maximum feasible extent, structure the logistics of board meetings so as to enable participation by low-income individuals despite such challenges as scheduling or transportation.

7.5.3. Establish and follow written Board procedures and/or bylaws that include at minimum:

7.5.3.1. A specification of the tripartite structure of the Board

7.5.3.2. The democratic selection process utilized for low-income representatives

7.5.3.3. The process by which an individual or organization that considers its organization and/or low-income individuals to be inadequately represented on the Board may petition for adequate representation on the Board

7.5.4. Maintain records of Board membership, bylaws, and meeting minutes.

7.5.5. Conduct Board meetings at least once per quarter.

7.5.5.1. For public and quasi-governmental CAAs, meetings must conform to Arizona open meeting laws.

7.5.6. Fill Board vacancies as soon as possible and within no more than 240 days of the vacancy occurring.

7.5.7. Immediately notify the ADES of any Board vacancies that are not filled within 90 days of the vacancy occurring.


7.6. Results Oriented Management and Accountability (ROMA) Requirements

The Contractor Shall:

7.6.1. Implement practices for continuous organizational growth and improvement in accordance with the ROMA cycle of Assess-Plan-Implement-Achieve-Evaluate. This includes, at a minimum, the following:

7.6.1.1. Assess

7.6.1.1.1. Once every three years, complete a Community Needs Assessment which contains key findings on the causes and conditions of poverty in the community(ies) served.

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7.6.1.2. Plan

- 7.6.1.2.1. Once every five years, complete a Strategic Plan which contains goals and strategies for addressing needs identified in the Community Needs Assessment
- 7.6.1.2.2. Annually, complete a Community Action Program Plan using the ADES provided template which identifies specific strategies to be implemented that year toward meeting the goals in the Strategic Plan.

7.6.1.3. Implement

- 7.6.1.3.1. Take action based on the Strategic Plan and Community Action Program Plan; at least once per year, present updates to the Board on the progress of each
- 7.6.1.3.2. Ensure that adequate systems, electronic or otherwise, are in place to allow for accurate collection of outcomes data.

7.6.1.4. Achieve

- 7.6.1.4.1. Measure and report results accurately in the ADES provided format.


7.6.1.5. Evaluate

- 7.6.1.5.1. Analyze results and outcomes data to identify successful and unsuccessful strategies.
- 7.6.1.5.2. At least once per year, make recommendations to the Board regarding action to be taken based on the analysis conducted.

7.7. Community Services Reporting Requirements

The Contractor shall:

- 7.7.1. Submit the following items and all correspondence to the assigned Contract Specialist or as directed by ADES:
 - 7.7.1.1. Annual Community Action Program Plan, due July 15 of each year, as may be amended.
 - 7.7.1.2. Annual CSBG Report, due each August 31, as may be amended.
 - 7.7.1.3. Schedule of planned Board meetings for the next twelve months, due July 15 of each year.
 - 7.7.1.4. Annual Organizational Chart, due July 15 of each year.
 - 7.7.1.5. Current Agency Operations Chart due July 15 of each year.
 - 7.7.1.6. Copy of complete minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.

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8. CASE MANAGEMENT

8.1. Arizona Taxonomy Definition: **Case Management**: A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contacts or missed appointments.

8.2. Service Description:

8.2.1. **Case Management**: (provided in every county in Arizona) – This service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to Self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

8.2.2. Components of Case Management include:

8.2.2.1. Utility Assistance, funded by the Low-Income Home Energy Assistance Program (LIHEAP) Grant and Neighbors Helping Neighbors (NHN);

8.2.2.2. Short-Term Crisis Services (STCS), funded by the Temporary Assistance to Needy Families (TANF) Grant; and

8.2.2.3. Social Services funded by the Social Services Block Grant (SSBG).

8.2.3. Service Information Specific to Utility Assistance

8.2.3.1. Utility Assistance services aid low-income households in paying their energy bills, with specific emphasis on households with the lowest income and highest energy burden.

8.2.3.2. Allowable Utility Assistance services are as follows:


8.2.3.2.1. Utility payments or deposits for heating and cooling

8.2.3.2.2. Temporary emergency shelter (if needed due to energy-related crisis)

8.2.3.2.3. Payment of water bills related to cooling (May 1 through October 1)

8.2.3.2.4. Rental assistance where utility payment is included in the rent

8.2.3.2.5. “Assurance 16” energy education (LIHEAP only—see LIHEAP Section of the DAAS Policy and Procedure Manual for specific requirements governing Assurance 16 activities)

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8.2.3.3. Contractor may not use other federal funding sources such as CSBG or TANF to cover administrative costs of providing LIHEAP benefits (cf. 42 U.S.C. § 8624(b)(9)). (See the LIHEAP section of the DAAS Policy and Procedure Manual for definition of administrative costs.)

8.2.3.4. With prior written ADES approval of the Contractor LIHEAP Incentive Plan, Contractor may issue LIHEAP payments to eligible Clients as an incentive to participate in Case Management services ("LIHEAP incentives").

8.2.4. Service Information Specific to STCS

8.2.4.1. STCS provides temporary assistance to families with children who have an emergent need that cannot be met immediately with their own income or other resources.

8.2.4.2. Allowable services are as follows:

8.2.4.2.1. Temporary shelter at hotels/motels for homeless persons;

8.2.4.2.2. Housing assistance for rent or mortgage assistance, move-in, and eviction prevention;

8.2.4.2.3. Utility assistance for persons with a current or anticipated interruption of heating and/or cooling services if the person's health and safety will be put in danger;

8.2.4.2.4. Utility repair and replacement; and

8.2.4.2.5. Special needs to secure or maintain employment.

8.2.5. Service Information Specific to Social Services

8.2.5.1. SSBG funds must be used to further one or more of the following goals for eligible beneficiaries (cf. 42 U.S.C. §1397):


8.2.5.1.1. Achieve or maintain economic self-support to prevent, reduce, or eliminate;

8.2.5.1.2. Achieve or maintain Self-sufficiency, including reduction or prevention of dependency;

8.2.5.1.3. Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests or preserve, rehabilitate, or reunite families;

8.2.5.1.4. Prevent or reduce inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care; and

8.2.5.1.5. Secure referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

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8.3. Service Requirements

The Contractor Shall:

- 8.3.1. Utilize intake procedures which are responsive to households in crisis situations.
- 8.3.2. Utilize intake procedures which accommodate applicants who, by virtue of a disability, cannot access or use Contractor's facilities.
- 8.3.3. Utilize a ADES-approved Application for Services form(s) in determining program eligibility at all service locations.
- 8.3.4. To the greatest extent feasible while still preserving program integrity and compliance, deliver Utility Assistance and STCS payments quickly and conveniently for Clients.
 - 8.3.4.1. With prior written approval of the ADES, Contractor may implement service policies and methodologies which make provision of Utility Assistance and STCS less quick and convenient but which the Contractor believes will ultimately be of benefit to Clients.
- 8.3.5. Maintain ability to transmit payment to any energy vendor on behalf of an eligible Client.
- 8.3.6. Develop consistent internal procedures for making payments to utility companies.
- 8.3.7. Maintain documentation that appropriate case management staff has received training on the requirements of ARS §46-140.01 and ARS §1-501 and 1-502 regarding eligibility for State and local benefits (this does not apply to tribal entities).


8.4. Case Management Reporting Requirements

The Contractor shall:

- 8.4.1. Submit the following items and all correspondence to the assigned Contract Specialist or as directed by ADES:
 - 8.4.1.1. Monthly CAPS Report by the 25th day following the end of the reporting period.

9. GENERAL TRANSPORTATION

- 9.1. Arizona Taxonomy Definition: **General Transportation:** This service provides or assists in obtaining various types of transportation for specific needs.
- 9.2. Service Description: **General Transportation:** This service may include various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. Service to assist Clients and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included.
- 9.3. Funding Requirements
 - 9.3.1. Funding: General Transportation is funded by the Social Services Block Grant (SSBG).

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9.4. Service Information


- 9.4.1. The goal of this service is to provide or arrange for transportation for Clients of all ages and abilities in order to access services or obtain medical care or employment, (e.g., medical appointments or employment-related training interviews). Case managers typically assist Clients to access transportation to help increase or maintain Client Self-sufficiency.
- 9.4.2. In addition to providing transportation for individual Clients, SSBG funds may be used to develop transportation programs or infrastructure in communities with unmet transportation needs.
- 9.4.3. Use of SSBG funds must adhere to the goals and any requirements specified in the most recent Arizona SSBG State Plan.

9.5. Service Requirements

The Contractor shall:

9.5.1. Contractors that transport Clients shall:

- 9.5.1.1. Maintain valid license plates on vehicles used to transport Clients.
- 9.5.1.2. Utilize vehicles that meet current federal, state and local safety and maintenance, standards, including vehicles for individuals with special needs, where applicable.
- 9.5.1.3. Keep maintenance logs on all vehicles used for the transportation of Clients.
- 9.5.1.4. Utilize paid and/or volunteer drivers that:
 - 9.5.1.4.1. Have no history of felony convictions;
 - 9.5.1.4.2. Possess a valid State of Arizona Class D Operators Driver's License for vehicles up to fifteen (15) passengers;
 - 9.5.1.4.3. Possess a valid State of Arizona Class B Commercial Driver's License with a passenger endorsement for vehicles over fifteen passengers, such as a bus;
 - 9.5.1.4.4. Have a clean driving record with no suspensions within the past year;
 - 9.5.1.4.5. Are at least eighteen years of age; and
 - 9.5.1.4.6. Pass a physical prior to providing transportation service to Clients and pass a physical at least every two years.
- 9.5.1.5. Require volunteers who provide transportation to carry a Contractor/Company Identification Card.
- 9.5.1.6. Assist Clients in entering and exiting the vehicle as needed.

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9.5.1.7. Transport Clients to scheduled appointments on time and safely.

9.5.1.8. Utilize vehicles that have seat belts for every occupant.

9.5.1.9. Require drivers to verify all occupants utilize seatbelts during transport.

9.5.1.10. Track the beginning and ending odometer readings of Contractors' vehicles on days when used to transport Clients and identify the Clients/households served on each date.

9.5.2. Contractors that arrange transportation for Clients shall:

9.5.2.1. Make arrangements for Client transportation through public or private providers.

9.5.2.2. Make transportation arrangements for Clients to arrive at scheduled appointments on time and safely.

9.5.3. Contractors that develop transportation programs or infrastructure shall:

9.5.3.1. Conduct a needs assessment to verify the nature of the targeted community's unmet transportation need.


9.5.3.2. Collaborate with regional transportation stakeholders to maximize collective impact.

9.6. General Transportation Reporting Requirements

The Contractor shall:

9.6.1. Submit the following item and all correspondence to the assigned Contract Specialist or as directed by ADES:

9.6.1.1. Monthly Transportation Report by the 25th day following the reporting month to include at a minimum: the number of Clients served, the number of one-way trips (e.g., from Client's home to Client's work), total number of miles driven to transport Clients, and results of any Client satisfaction research.

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Special Terms and Conditions

1. Definition of Terms


In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 **“Award Date”** The date the Contract is executed by the Department. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 **“Client Specific Referral”** Services or activities for which a referral has been made for a client by an authorized representative of the Department.
- 1.3 **“Department”** The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 **“Effective Date”** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 **“Equipment”** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 **“May”** Indicates something that is not mandatory but permissible.
- 1.7 **“Purchase Order”** also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 **“Shall, Must”** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.9 **“Should”** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.10 **“Vulnerable adult”** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

2. Advertising, Publishing and Promotion of Contract

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
 - 2.1.1 “This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department.”

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3. Assignment

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

- 3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of the Department and may require an assignment of the Contract documented by a Contract Amendment. The Department may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or the Department determines that the change in ownership is not in the best interest of the State.
- 3.1.2 This Contract is voidable and subject to immediate cancellation by the Department upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code or assigning any right(s) or obligations under this Contract without the prior written consent of the Department.
- 3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to the Department, for review at least sixty (60) days prior to the effective date of the proposed change.


4. Audit

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.
- 4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.
- 4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5. Authorization for Services


- 5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. The Department shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.
- 5.2 No further obligation for payment shall exist on behalf of the Department unless change or modification has been made in accordance with Section 5.1 above.

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6. Background Checks for Employment through the Central Registry

If providing direct services to children or vulnerable adults, the following shall apply:

- 6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.
- 6.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 6.2.1 Any person who applies for a contract with this State and that person's employees;
 - 6.2.2 All employees of a contractor;
 - 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
 - 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - 6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

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6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>

6.7.1 In the Document Center “Filter by Category “Select Aging” and click on “Search”.

6.7.2 Document Number AAA-1344A

7. **Certification of Cost or Pricing Data**

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor’s knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8. **Certification Regarding Lobbying**

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.


9. **Code of Conduct**

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 9.2 Acted on behalf of the State without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
- 9.6 Loss of impartiality when advising the State.

10. **Competitive Bidding**

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

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11. Compliance with Applicable Laws

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:


- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12. Confidentiality

- 12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

13. Contract Term and Option to Extend

- 13.1 The term of the resultant Contract shall be effective the date specified on the Signature page and shall remain in effect for five years or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 The State has no obligation to extend or renew this Contract. However, the State shall have the right, at its sole option, to renew the Contract in accordance with any extensions the State may receive for supplemental periods up to a maximum Contract term of five (5) years. In the event that the State exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply

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during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

- 13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.
- 13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14. Cooperation

The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15. Cooperation with the Department's Investigation


All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the Contract with ADES.

16. Data Sharing Agreement

- 16.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:
 - 16.2.1 Document Number J-119-Single (For requests involving a single division or program).
 - 16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17. Equipment

- 17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

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- 17.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.
- 17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.


18. Evaluation

- 18.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 18.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to Contract impact in support of Department goals.

19. E-Verify

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

- 19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")
- 19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

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20. Fair Hearings and Service Recipients' Grievances

- 20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21. Federal Immigration and Nationality Act

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:


- 21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 21.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22. Fees and Program Income

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23. Fingerprinting

- 23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

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23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.4 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24. **Health Insurance Portability and Accountability Act of 1996**

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations. Contractor will sign the Department's Business Associate Agreement.


24.2 The Contractor agrees to sign the Department's Business Associates Agreement and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to either:

24.2.1 Complete the Department's HIPAA training that is intended to make the Contractor proficient in HIPAA for purposes of performing the services required, or

24.2.2 Provide the Department with materials that will be utilized for its own training. The Department reserves the right to review the independent training materials and either approve or reject. If the training materials are rejected, the Contractor shall complete the Department's HIPAA training.

25. **Inclusive Contractor**

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization

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of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26. Indemnification and Insurance

26.1 Indemnification Clause

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should **Pima County** utilize a contractor(s) and subcontractor(s) the indemnification clause between **Pima County** and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.


This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

26.2.1 None

26.3 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

26.3.1 *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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26.4 Minimum Scope and Limits of Insurance

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

26.4.1 Commercial General Liability (CGL) – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$1,000,000 |

26.4.1.1 The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

26.4.1.2 Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”

26.4.1.3 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.


26.4.1.4 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.4.2 Business Automobile Liability

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

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|

26.4.2.1 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with

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respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

26.4.2.2 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.4.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

26.4.3.1 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.4.3.2 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.5 Additional Insurance Requirements


The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

26.5.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.5.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.6 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty(30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

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26.7 **Acceptability of Insurers**

- 26.7.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 26.7.2 If the 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 for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.8 **Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.


- 26.8.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 26.8.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 26.8.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.9 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

26.10 **Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed

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necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

26.11 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27. **IT 508 Compliance**


Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28. **Levels of Service**

- 28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.
- 28.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 28.3 Any administration within the Department may obtain services under this Contract.
- 28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.
- 28.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29. **Limited English Proficiency**

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location: <https://des.az.gov/digital-library/limited-english-proficiency>.

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30. Non-Availability of Funds

In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31. Non-Discrimination

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 31.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 31.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
 - 28.6.1 “Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** “*Para obtener este documento en otro*

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formato o obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)."

32. Notices

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 32.1 All notices shall reference the contract number.
- 32.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
 - 32.2.1 Change of telephone number;
 - 32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
 - 32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
- 32.3 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.


33. Order of Precedence

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

- 33.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 33.1.1 ADES Special Terms and Conditions;
 - 33.1.2 Uniform Terms and Conditions;
 - 33.1.3 Scope of Work or Specification;
 - 33.1.4 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
 - 33.1.5 Exhibits; and
 - 33.1.6 Documents referenced or included in the Contract.

34. Pandemic Contractual Performance

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.

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34.1.3 An up to date list of company contacts and organizational chart.

34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

34.2.1 After the official declaration of a pandemic, the State may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

34.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

35. Participation In Boycott of Israel

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36. Payments

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:


36.1 Payments shall be made according to the type of payment defined as follows:

36.1.1 Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish the Department with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.

36.2 The Department must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. The Department will issue payment based upon actual allowable costs. The Department may negotiate individual budget category, service code, activity or categories.

36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Department for approval. A new Itemized Service Budget shall not be required.

36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to the Department for prior approval by the Department. A new Itemized Service Budget shall be required.

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36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

36.3 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

37. Payment Recoupment

The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

37.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;

37.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;


37.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

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38. Personnel

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39. Predecessor and Successor Contracts

The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40. Professional Standards

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41. Rate Adjustment

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:


Procurement Manager
ADES Office of Procurement
1789 West Jefferson, Mail Drop 1222
Phoenix, Arizona, 85007

42. Records

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

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42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

42.1.4.1 Records of the source of all receipts and the deposit of all funds received by the Contractor;

42.1.4.2 Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

42.1.4.3 A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and

42.1.4.4 Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.


42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the State, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43. Relationship of Parties

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

43.2 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

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44. Reporting Requirements

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to the Department as specified in the Scope of Work no later than the fifteenth (15th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the fifteenth (15th) day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the forty-fifth (45th) day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 44.4 All report shall reference the contract number and be submitted to the person designated by the Department.


45. Responsibility for Payments Indemnification

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46. Subcontracts

In addition to the Uniform Terms and Conditions, Section 5.2, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
- 46.2.3.1 The subcontractor's name, address, phone number, e-mail and primary point of contact;

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- 46.2.3.2 The certifications required of the subcontractor (if any);
- 46.2.3.3 The subcontractor's small business status (if applicable);
- 46.2.3.4 The type of goods and/or services to be provided by the subcontractor;
- 46.2.3.5 The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
- 46.2.3.6 A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor. The State reserves the right to approve or disapproved the proposed subcontractor if in the best interest of the State.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.

47. Substantial Interest Disclosure


- 47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 47.2 Leases or rental agreements or purchase of real property which are covered by Section 48.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48. Supporting Documents and Information

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49. Suspension or Debarment

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

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50. Technical Assistance

The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51. Termination for Any Reason

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52. Termination for Default


In addition to the Uniform Terms and Conditions, Section 9.5, the Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.

53. Transfer of Knowledge

The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54. Transition of Activities

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

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55. Unallowable Costs


The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56. Visitation, Inspection and Copying

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57. Warranty of Services

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

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Uniform Terms and Conditions


1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. “*Contractor*” means any person who has a Contract with the State.
- 1.5. “*Days*” means calendar days unless otherwise specified.
- 1.6. “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. “*State Fiscal Year*” means the period beginning with July 1 and ending June 30.

2. Contract Interpretation


- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

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- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;

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4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. **Contract Changes**

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.


6. **Risk and Liability**

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

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6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.


6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties


7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

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- 7.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

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8.2. Stop Work Order.

- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.


8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or

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execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1.4.2. Administrative Methodology

1.4.2.1. One to two paragraphs describing how culturally relevant and linguistically appropriate services will be provided and indicate how clients will have ready access to services considering their diverse languages, cultures and geographic locations.

The Pima County Community Action Agency (PCCAA) provides culturally relevant and linguistically appropriate services throughout the County both directly and through the sub-recipient agency process. PCCAA sub-recipients represent a broad spectrum of the community. They are community based non-profit organizations with decades of experience providing a wide array of services to low-income residents of the County. The agencies provide services in urban, suburban and rural sectors of the County. The agencies are selected through competitive Request for Proposal (RFP) process. During the RFP process the agencies present comprehensive service delivery plans. Their proposals outline how they will provide services to diverse populations.

At the present time, PCCAA has sub-recipients and affiliates in most of the rural areas of the County. These organizations are staffed by individuals that live in the communities they serve. They are known and trusted in their respective communities and therefore are able to provide services in a manner sensitive to the needs and culture of the community. These organizations are staffed by passionate advocates from their communities. They understand the needs of the residents and are able to articulate those needs to PCCAA management, elected officials and other entities as required.

While all of the partner agencies provide services to all eligible applicants as they are able, many of the agencies have distinct expertise in serving diverse populations. The six Emergency Services Network (ESN) agencies represent a varied and comprehensive cross section of the County. They are as follows: Chicanos Por la Causa, Interfaith Community Services, International Sonoran Desert Alliance, Portable Practical Educational Project (PPEP), Primavera Foundation and Salvation Army.

All sub-recipients have bilingual Spanish English staff and are able to provide interpreter services as needed. Seven (7) of the current PCCAA staff are fluent in Spanish (the predominant second language in Pima County). Pima County Government maintains a roster of interpreters of different languages, including sign language, that we are able to access, if needed.

1.4.2.2. One or two paragraphs describing the Applicant's organizational structure, including key staff members.

The PCCAA is a division within the Pima County Community Services/Employment and Training Department. PCCAA provides direct financial assistance and coordinates financial assistance services in Pima County through sub-awards with agencies of the Emergency Services Network (ESN) and Community Services Block Grant (CSBG) sub grantees agencies. There are six ESN agencies in Pima County providing assistance under sub-awards from PCCAA. Funding is provided by federal, state, county and utility companies. The PCCAA and ESN agencies have provided direct financial assistance and case management services in Pima County for over thirty (30) years. CSBG agencies provide a variety of services to county residents that are aligned with the CSBG legislation and national goals.

PCCAA has a total of ten (10) service delivery staff including a Community Services Manager, two (2) Program Coordinators, seven (7) Community Services Intake Specialists and one (1) Accounting Support Specialist that are either fully or partially funded through the DES/DAAS funded programs. In addition, there are some administrative functions funded for fiscal, information systems, contracting and general operations which usually total no more than 2 Full time equivalent positions.

Our agency has staff on location at the Kino & Rio Nuevo One-Stop Service Centers, which offer an array of services such as career counseling and assessment, employability skills workshops, resume writing assistance, job referrals, adult literacy, GED preparation, and vocational training for youth, adults, and dislocated workers. Both centers include staff from the Department of Economic Security Employment Service. Job developers on-site are available to assist job seekers, including those referred by PCCAA.

1.4.2.3. One or two paragraphs describing how client/recipient confidential information will be maintained.

Client confidentiality is maintained by having client applications locked in file cabinets at our office and the same is required of all sub-recipients. Client information is not released without their written consent. Copies of client applications are maintained by agency and subcontractors in filing cabinets. These filing cabinets are kept under lock and key. Applications are entered into the Emergency Services Network (ESN), a secure web-based database to track emergency assistance recipients. The database is located on a server at, and maintained by, Pima County Information Technology Department (PCITD) in Tucson, AZ. The server is behind the Pima County's firewall. PCITD follows state-of-the art cyber security protocols, including data encryption, secured usernames and passwords, control based on IP

addresses, and sophisticated malware detection software. The sub-recipient agencies (Emergency Services Network of agencies) reach the database through a secure connection using RD Gateway. Agency Case Management staff access the database through our local area network. All workstations must have a valid certificate and login validation. All staff with data entry rights must complete security training and sign user agreements. Once agreements are filed with Pima County Information Technology users are assigned a user name and password.

1.4.2.4. One or two paragraphs describing the Applicant's Information Technology equipment and capabilities, consistent with the requirements of the Scope of Work.

The Applicant's Information Technology equipment and capabilities include the following; Microsoft Windows, version 10, desktop computers with login authentication through a centralized domain, on-site high-speed internet connectivity using Internet Explorer and Google for accessing web sites, Outlook email using Microsoft Exchange server on Windows-based servers. All software and data are stored in the Information Technology department's data center using Industry standard practices and procedures. This includes redundant internet connectivity, uninterruptible power supply (ups), and taped backup drives, etc.

Our agency maintains an Emergency Services Network Database that tracks all clients receiving services from our agency, as well as our subcontractors. This database tracks demographic information and services provided to ensure that clients do not receive duplicate services. The ESN database resides on the centralized Information Technology department's facilities and follows industry standards for both physical and logical control access and follows proper backup and restore procedures.

1.4.2.5. One or two paragraphs describing the Applicant's competitive bidding procedures including time frames used to select subcontractors.

PCCAA conducts a Request for Proposal (RFP) every five (5) years for the STCS/TANF and other funds that Pima County provides and every two(s) years for CSBG funds. The members of the Community Action Agency Board (CAAB) as well as other community members review all proposals and make recommendations to the Pima County Board of Supervisors. This process takes approximately two to four months to complete. In 2019 the agency is in the first year of the current ESN contracts and the second year of the CSBG contract. Prior to the release of proposals, the CAAB establishes the priority areas for which proposals will be accepted based on the community needs assessment, reviews the proposed services and reviews the proposal packet, which includes a scope of work, assurances, scoring sheets, ROMA goals for CSBG and proposed budget. The notice that funds are available is published on the Pima County website and publicly advertised in local print media. For

ESN proposals agencies propose to provide emergency financial assistance for rent, mortgage utilities and other allowable services. For CSBG proposals, agencies respond to the CSBG priority areas as approved by the CAAB (Starvation/Malnutrition, Inability to Meet Emergency Needs, Youth Services, Incomplete Use of Programs and Services and Inadequate Housing). Once all proposals are submitted and pre-screened, agencies are invited to make presentations to Task Force Committees (which are made up of the CAAB members). All agencies achieving a score of score 70 out of 100 points move to the full board review level. At this level, in order to be recommended for funding, the agency must score 80 out of 100 points. Funds are allocated according to the highest scores until available funding is allocated. The list of recommended agencies and allocated funding is forwarded to the Pima County Board of Supervisors for final approval.

1.4.2.6. One or two paragraphs describing the process used to ensure that direct service subcontractors are in compliance with contractual requirements and CAP policies, including specifically how and when on-site monitoring will be conducted (if direct services are subcontracted for all or part of a service(s)).

The process used to ensure direct service sub-recipients are in compliance with contractual and grant requirements and CAP policies are: monthly review of client applications, invoices and documentation, quarterly technical assistance training sessions with follow-up training as required and on-site monitoring of facilities and files, and finally, PCCAA sub-recipient contracts contain grant terms and conditions and assurances as required by DES, Pima County and the federal uniform grant guidance at 2 CFR 200. Onsite monitoring is conducted once per program year and once every two years for fiscal adjustments.

The targeted training dates are fall, winter, summer and spring. The training covers both programmatic and financial reporting requirements and includes, but is not limited to the following items: completion of the EN-005 DES application packets for services, the collection of required documentation and compliance with applicable rules and regulations of the funding sources. Agencies are provided site and worker codes for the ESN database. Financial reporting requirements and financial form(s) are presented to agency staff by Pima County Grants Management Finance and Program staff. PCCAA staff also conducts individualized training to agency staff as needed throughout the program year.

Monthly reports, both financial and programmatic are reviewed to ensure that contract goals are being met.

PCCAA staff can determine if additional training is needed when monthly reports are submitted. Monthly reports, applications and invoices are

reviewed for accuracy, completeness and documentation. Missing information or any clarifications are handled quickly via email or telephone call to the agency. If needed, an appointment is scheduled for additional training. Desk audits of financial and programmatic performance are conducted monthly via agency reports/invoices and applications. PCCAA will participate in DES/DAAS evaluation studies, when required. During the course of the site visit, client applications are reviewed for accuracy, which includes the use of the most recent income guidelines and copies of appropriate back up information. Staff also reviews with contract agency staff any concerns that may arise. Monthly reports, both financial and programmatic are also reviewed as they come in, to ensure that contract goals are being met. Any problems discovered during monitoring will be noted and CAA staff will work with contracted agency staff to remedy any issues. Components of the monitoring include; the process for client handling grievances, non-discrimination posters in a high client traffic area, a review of client files for income verification, identity documentation, approval/denial letters, signed applications, and proper use of correct income guidelines for each program.

Sub-recipients have a Scope of Work section in their contract with Pima County. This Scope of Work identifies what the agency is going to do and we utilize this portion of the contract to ensure they are in compliance. The Scope of Work is taken directly from the agency's Request for Proposal application.

Pima County Grants Management and Innovation Fiscal staff reviews all invoices, and backup documentation submitted by the sub-recipients to ensure that charges are allowable, reasonable and allocable and to ensure charges are being made to the appropriate line item of the budget. GMI has a Compliance Team that conducts sub-recipient fiscal monitoring annually. During the site visit, fiscal staff review copies of invoices, timesheets, single audit, reports and financial statements. Once site-visits are conducted, findings identified during the visit are sent in writing to the sub-recipient, any required corrective action is identified and sub-recipient is given a response due date (usually 15-20 days).

1.4.2.7. A monitoring plan for the period beginning July 1, 2020 through June 30, 2025 to include: the on-site monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.

See Attachment D.

Community Action Agency Monitoring Schedule 20-21

Agency	Contact Person	E-mail	Phone #	Date	Time	Physical Address	Mailing Address	E-mailed notice	Contracts	Services	Completion Date	Confirmed Visit
Arivaca Coordinating Council/HR Group	Rick Vogel	arivacahr@gmail.com rv15900@gmail.com	398-2771	April 7, 2021	1:00 PM	17252 W. 5th St. Arivaca AZ 85601	PO Box 93 AZ 85601		CSBG/Liheap Affiliate	Congregate meals home delivered meals LIHEAP	May 7 2021	
Chicanos Por La Causa	Carmen Lopez	carmen.lopez@cpcl.org	882-0018 602-257-0700 x 2109	April 12, 2021	9:00 AM	1525 N. Oracle Rd. Tucson AZ 85705			ESN	Rent Mortgage Utility Assistance	May 12 2021	
Community Food Bank Ajo	Brandi Smith Laura Kerr Caitlin Riggs Michael McDonald	bsmith@communityfoodbank.org lkerr@communityfoodbank.org criggs@communityfoodbank.org	520-405-9380									421 W. Esperanza Ave # 1A Ajo AZ 85321
		grants@communityfoodbank.org	520-387-4916	May 6, 2021	9:30 AM	950 N. Cameron Ave.	PO Box 515 Ajo AZ 85321		CSBG	Food Boxes	June 7 2021	
Community Food Bank Amado	Brandi Smith Laura Kerr Caitlin Riggs Deborah Acuna Kristen Culliney Michael McDonald	bsmith@communityfoodbank.org lkerr@communityfoodbank.org criggs@communityfoodbank.org dacuna@communityfoodbank.org kculliney@communityfoodbank.org	520-405-9380									
		grants@communityfoodbank.org	520-398-2942	April 7, 2021	9:00 AM	28720 S. Nogales Hwy AZ 85645	Amado PO Box 729 AZ 85645		CSBG	Food Distribution	May 7 2021	
El Rio Santa Cruz Neighborhood Health Center	Catalina Laborin Janette Varela	catalinal@elrio.org janettev@elrio.org	670-3859	April 14, 2021	9:00 AM	839 W. Congress St. Tucson 85745			CSBG	Medical Prescriptions	May 14 2021	
Greater Littletown Human Resources Group	Jennifer Martin	greaterlittletownhr@gmail.com littletownfood@gmail.com	574-2263	April 20, 2021	10:00 AM	6465 S. Craycroft Rd. Tucson AZ 85734	PO Box 22648 AZ 85734		CSBG	Food Distribution	May 20 2021	
Green Valley Assistance Services	Chris Erickson cc J. Zimmerman	c.erickson@valleyassistanceservices.org j.zimmerman@valleyassistanceservices.org	625-5966	April 22, 2021	1:00 PM	3950 S. Camino Del Heroe Green Valley AZ 85614			CSBG	Rent Mortgage	May 24 2021	
	Tom McKinney	tmckinney@icstucson.org										
Interfaith Community Services	April Schiller Tim Kromer Terri Patt-Smith	aschiller@icstucson.org tkromer@icstucson.org tpattsmith@icstucson.org	526-9292 297-6049 ext 4211	April 27, 2021	9:00 AM	2820 W. Ina Rd. Tucson AZ 85741			CSBG/ESN/HPOG	Rent Mortgage Utility Special Needs	May 27 2021	
International Sonoran Desert Alliance	Aaron Cooper	aaron@isdanet.org	387-6823	May 6, 2021	10:30 PM	38 N. Plaza St. Ajo AZ 85321	PO Box 687 AZ 85321		CSBG/ESN	GED apprenticeship program Minor Home Repair LIHEAP	June 7 2021	
Portable Practical Education Preparation Inc. (PPEP)	Kari Hogan Sandy Adams	khogan@ppep.org sadams@ppep.org	770-2501	May 4, 2021	9:00 AM	802 E. 46 St. AZ 85713	Tucson		ESN	Rent Mortgage Utility Assistance	June 4 2021	
	Peggy Hutchison	phutchison@primavera.org										
Primavera Foundation	Beth Carey Cammie Dirrim Emma Hockenberg	bcarey@primavera.org cdirrim@primavera.org ehockenberg@primavera.org	882-5383	May 4, 2021	1:00 PM	702 S. 6th Ave. Tucson AZ 85701			ESN	Rent Mortgage Utility Assistance	June 4 2021	
Sahuarita Food Bank	Jackie Smith	jackiesmithaz@aol.com	520-625-1375 office 520-668-0547 f od bnk	April 22, 2021	10:00 AM	17750 S. La Canada Dr. Sahuarita AZ 85629			CSBG	Backpack Program	May 24 2021	
Salvation Army	Ellen Oh cc LeeAnn Rogers	ellen.oh@usw.salvationarmy.org leeann.rogers@usw.salvationarmy.org	622-5411	April 12, 2021	1:00 PM	1002 N. Main Ave. AZ 85705			ESN	Rent Mortgage Utility Assistance	May 12 2021	
Southern Arizona Aids Foundation	Christopher Charles cc Arturo Mancinas	ccharles@saaf.org amancinas@saaf.org	Main: 628-7223 Direct: 547-6145	April 29, 2021	9:00 AM	4600 S. Park Ave. Ste. #8 Tucson AZ 85714	375 S. Euclid Ave. AZ 85719		CSBG	Rent Crisis Calls	May 31 2021	

1.4.3. Service Methodologies

1.4.3.1. Community Services (CAA's Only)

1. No more than one page describing the procedures used by the Applicant to develop and maintain a Tripartite Governing Board (for Private, Non-Profit Agencies), or an Advisory Board (for Public Agencies).

PCCAA develops, maintains and coordinates a fifteen-member Tripartite Advisory Board. The Tripartite Advisory Board is composed of five (5) members appointed by the Pima County Board of Supervisors; five (5) members selected to represent the private sector such as advocacy, labor, housing/utilities, business, law enforcement and education; and five (5) members representing the interests of the low-income community selected through a democratic selection process to represent the neighborhoods served.

The primary responsibility of Board members is to review and evaluate CSBG proposals and recommend allocation of funds to local non-profits every two (2) years through a request for proposal process. Board members serve as the eyes and ears of the PCCAA and as the voice of Pima County residents. They bring valuable insight to service gaps and community needs as well as resources available to augment PCCAA services. The CAAB provides oversight for CSBG agencies that provide services under the priority areas of CSBG legislation. In addition, the CAAB receives information and provides guidance for the ESN that provides emergency assistance for rent and utility assistance. CAAB members review applications from candidates who want to join the CAAB. They review candidate qualifications based on established selection criteria and conduct in-person interviews with candidates. CAAB members receive training at Board meetings and ACAA dba Wildfire sponsored training sessions on CSBG rules and regulations, ROMA goal setting and Tripartite Board responsibilities throughout their tenure on the Board.

2. One or two paragraphs describing the democratic selection process used to ensure Board participation from representatives of low-income neighborhoods.

Pima County publicizes CAAB openings through letters to community stakeholders, fliers, Public Notice and in-person attendance at local neighborhood association meetings. Letters of interest/intent to run are solicited from the respective areas where the vacancies exist. Representatives must be 18 years or older; reside in Pima County; be able to attend regularly scheduled Board meetings; and actively participate in the development, planning, implementation and evaluation of CSBG funded programs. Low-income representatives are chosen through a democratic selection process in accordance with PCCAA CAAB by-laws. Elections are held in each of the five

(5) supervisory districts in areas identified as having a high concentration of low-income residents. Once candidates have been identified, staff conducts a ballot election in each of the identified target areas. This allows the community the opportunity to vote for their representative to the CAAB. Once voting has been closed, CAA staff counts ballots. All ballots are kept on file.

The Community Action Agency Board establishes the priority areas for funding every two years. The Board members review, score, and make funding

3. One or two paragraphs describing the Applicant's maximum feasible efforts to promote participation of low-income individuals on the board.

The board uses a democratic process, which ensures maximum feasible participation of the poor with special attention given to significant minority groups and rural areas within the community. Although they need not themselves be low-income, CAAB members must be selected in a manner, which ensures they truly represent the residents of the identified high-poverty community. PCCAA developed CAAB membership criteria and designed a candidate selection and application process to recruit and select low-income representatives to the Tripartite Board. Representatives for the five (5) low-income seats must be low-income and/or be able to represent the needs of the low-income community members in Pima County. Representatives must be 18 years or older; reside in Pima County; be able to attend regularly scheduled Board meetings; and actively participate in the development, planning, implementation and evaluation of CSBG funded programs. The agency publicizes CAAB openings through letters to community stakeholders, fliers, Public Notice and in-person attendance at local neighborhood association meetings. Low-income representatives are chosen through a democratic selection process in accordance with PCCAA CAAB by-laws.

4. A narrative of no more than one page describing how the Applicant ensures that the Board fully participates in the development, planning, implementation, and evaluation of the programs and services to serve low-income communities.

The CAAB fully participates in the development, planning, implementation, and evaluation of the programs and services to serve low-income communities. The PCCAA conducts a RFP process for the allocation of CSBG funds to community non-profits every two (2) years. CAAB participates in the process by assisting in the development of the RFP including establishing the priority areas for funding from the CSBG legislation based on formal Community Needs Assessment process conducted every three years. CAAB reviews, scores, and makes funding recommendations to the Pima County Board of

Attachment 3
Service Methodology

Supervisors for CSBG funds. CAAB reviews proposals at the Task Force level and then conducts a full-board review of all proposals. This process takes approximately three (3) months to complete. CAAB reviews proposals to ensure the services being proposed align with the six (6) CSBG priority areas, that the agency is able to fulfill grant requirements, and has adequate experience and expertise providing services and that stated goals are realistic. The CAAB conducts a thorough review of the agency's overall and CSBG program budget in order to ascertain the agency has sufficient financial capacity to provide services.

The CAAB meets on a quarterly basis. They also have the authority to conduct business as need arises outside of scheduled meeting times. Board members are provided information regarding site visits, contract compliance and monitoring reports for all CSBG subcontractor agencies throughout the contract year. Staff informs the CAAB of any areas of concern that needs to be addressed by any respective agency. The CAAB members participate in tripartite board training opportunities and attend community-wide events in order to be informed of services available to the community through the network of agencies. The CAAB is an advisory board to the Pima County Board of Supervisors. The PCBOS retains the final authority to award funds and enter into contracts with agencies. The CAAB does not review or approve the applicant's budget.

Attachment 3
Service Methodology

5. A roster of Board members demonstrating which segment of the community each represents, i.e., public elected official, low-income representative, members of business, industry, labor, religious, etc.

	Member Appointed by Board of Supervisors	Office	District	Term Expiration
1	Roy Tullgren		1	December 31, 2020
2	Willie Blake		2	December 31, 2020
3	*Ana Maria Medina		3	December 31, 2020
4	Richard Katz		4	December 31, 2020
5	John Vasquez Bedoy	Chair	5	December 31, 2020
Elected Low-Income Representatives				
	Member	Office	Geographic Area	Term Expiration
6	VACANT (Brenda L. Notah)		1 (Districts 1 and 5)	June 30, 2022
7	Lori Bable		1 (Districts 1 and 5)	June 30, 2021
8	Annabelle Nunez		2 (Districts 2 and 4)	June 30, 2021
9	Paul Appleby		2 (Districts 2 and 4)	June 30, 2021
10	Cynthia J. Nahsonhoya	Vice-Chair	3 (District 3)	June 30, 2021
Private Sector Representatives				
	Member	Office		Term Expiration
11	VACANT (Ana Maria Medina)			June 30, 2022
12	VACANT (Diane Brown)			June 30, 2017
13	Pastor Jeff Inniss			June 30, 2021
14	Maria Elena West			June 30, 2020
15	VACANT (Alba Jaramillo)			June 30, 2022

6. Schedule of planned Board meetings for the first contract year.

The Community Action Agency Board meets 4 times a year (quarterly) at Kino Service Center, 1st Floor, Meeting Room 123, 2797 E. Ajo Way, Tucson, AZ 85713 at 5:30 pm. These days vary. If needed, we will meet in between these scheduled board meetings.

CAAB Meeting Schedule July 1, 2020 - June 30, 2021

Tuesday, August 11, 2020

Tuesday, October 27, 2020

Tuesday, January 12, 2020

Tuesday, March 16, 2020

Tuesday, June 15, 2020

Dates are subject to change. All appropriate parties will be informed.

1.4.3.2. Case Management (CAA's and LIHEAP agencies)

2. A narrative describing the Applicant's client intake procedures including:

2.1.1 A description of how the Applicant accommodates clients at the primary location and alternative sites, if applicable, that cannot make an appointment during regular business hours, including home visits.

The PCCAA client intake procedure is as follows:

- Client contacts PCCAA by telephone or via a referral from a community partner.
- Appointment is scheduled within one week.
- Interview is conducted, all required documentation is collected and verified.
- Application (EN005) is completed and entered in the ESN database.
- Application is sent to Program Coordinator/Manager for review and approval or denial.
- If approved, application is submitted to financial unit for processing payment.
- Approval letter is sent to client.
- A letter of guarantee is sent to the vendor.
- Once check is received, data is entered into ESN database and payment is mailed directly to vendor.

If application is denied:

- Client is sent a denial notice, which advises him/her of their right to file a grievance and/or appeal.

Attachment 3
Service Methodology

- Each of the ESN agencies has in-house intake procedures and in addition to the ESN series of forms may utilize their own intake forms. An interview is conducted with the client to assess their needs. Goals are formed by the client and Case Manager. Once needs are determined, services are then provided. Clients are given referrals if any other needs arise that the agency cannot provide. Follow-up calls completed every 30 and 60 days. At this time, the client file is updated with any progress that was made toward client goal with notes by the Case Manager.

PCCAA and sub-recipient's normal days and hours of operation are Monday through Friday 8:00 a.m.-5:00 p.m. Applicant has one agency (Interfaith Community Services) that has evening and weekend appointments. If a client cannot make an appointment during regular business hours, staff refers clients to this agency. However, whenever possible accommodations are made to see clients before 8:00 a.m. or after 5:00 p.m. if necessary. The Applicant will (in special circumstances) take applications through the mail. Subcontractors and Applicant provide home visits to homebound clients who are unable to come in to office due to medical reasons, or are elderly, etc.

All subcontracted agencies are required to provide home visits, if needed. This is stipulated in their contracts. Home visits are scheduled by phone. Clients are advised of documents they will need to provide (e.g., picture id, social security card, proof of citizenship or legal status, income, etc.). Documentation for homebound clients is visually verified and digital photographs taken for the file. Once the interview is completed, the application is taken back to the office for review, approval and processing.

2.1.2. A description of how client's access services when staff is away during off-site meetings and trainings.

PCCAA uses an emergency hotline system that can handle calls 24 hours per day, seven days per week. The hotline phone is answered by staff Monday-Friday from 8:30 a.m. to 10:30 a.m. Hotline calls are retrieved daily Monday through Friday. When staff is away during off-site meetings and trainings, all receptionists are given a roster of contracted agencies so that they clients may be referred to these agencies. If there are walk-in clients, the roster is given to them so that clients can call the agencies for services. The roster includes the name, address, and phone number. The Receptionist can contact PCCAA Coordinator/Manager via mobile phone or real time email at any time. Sub-recipients are notified (via email) that staff will be out of the office and that they may be receiving referrals. Clients are able to leave a voice message with any staff member. All PCCAA staff has their own voice mailboxes. Staff checks their voice mailboxes throughout the day. PCCAA receives over 100 calls a day from clients requesting assistance. Unfortunately, due to the overwhelming volume of calls each day, and the day-to-day work of seeing clients and processing paperwork, we cannot specify a timeframe in which calls

can be returned. We return calls as soon as we can, ideally within 24 hours, however during periods of high-volume calls the callback time may be longer. Meeting this goal is always a challenge due to the high volume of callers seeking assistance in the present economic conditions.

One staff person is always on site to cover clients who are in crisis. Case managers talk with clients who are in crisis to see what immediate needs can be met, and help them assess options, such as staying with family members. In past experience, people who are in crisis need help identifying their options because they are in a mode of not knowing what to do. Staff assist them to identify options such as calling the utility company for an extension. Being able to assess a crisis situation is very important because it helps identify the steps to resolution.

2.1.3. A description of the process used for scheduling client appointments at all locations.

Pima County uses an emergency hotline system for taking calls 24 hours per day, seven days per week. Hotline calls are retrieved daily Monday through Friday. The PCCAA staff attempts to schedule appointments within one week. Preliminary screening is done over the phone (e.g., number of household members, gross income, current crisis or need). Potentially eligible clients are scheduled for an appointment using a web-based shared calendar with the ESN network. No wrong door approach is used to schedule utility appointments so that households can call any ESN partner and be scheduled on either the soonest available date or the most convenient location for household. The client is given a list of required documents to bring to the appointment. PCCAA staff encourages applicants to call for appointments rather than walk into the office, especially since transportation may be an issue. There are times when clients can schedule an appointment within a few days and sometimes it can take up to a week. A few subcontractors have had to eliminate walk-ins because clients were lining up at 4:00 a.m. every day. Appointments are scheduled on a first come first served basis. When funding is running extremely low, services are prioritized to elderly, single mothers/fathers, families with children, and then to single households.

2.1.4. A description of the process used to immediately assist people in crisis situations at all locations.

If a client calls in and is in crisis, CAA staff immediately assesses the situation over the phone to determine what action should, or can be taken. For example, we may contact the utility company and/or landlord to request an extension for the client and then schedule the appointment for that day or within a day or two. If the client is a walk-in, staff will see the client and assess the situation, and either take the application then or schedule the client. Most of the time, the client is scheduled an appointment because they do not have all the required documentation with them. Crisis is defined "as the inability to meet emergency

needs in a timely manner." CM staff does not utilize a screening document that quantifies the risk factors. We do not set aside appointments to see people in crisis situations. We assess the situation and if they have all their documentation, then staff will see them immediately, if not, then appointments are scheduled. However, it should be noted that 90% of clients seen consider themselves to be in a crisis situation.

2.1.5. A description of the process used to assist clients when STCS and/or Utility Assistance Funds have been depleted.

If STCS and/or Utility Assistance funds have been depleted, our agency may utilize other funding sources. If no other sources are available, we will refer the client to one of our sub-recipient agencies for assistance. When STCS/TANF funds and Utility Assistance funds are depleted, PCCAA may utilize funds from other funding sources, including Pima County funds. Case management can still be provided through referrals to other agencies who may have funding, or for food boxes, or clothing, etc. Our subcontractors refer clients to our agency when they are out of funding. As partners, we work together and come up with other resources to address unmet client needs.

2.1.6. A description of how the Applicant provides information, referral assistance in response to walk-in clients requesting assistance.

CAA and subcontractors provide clients with referrals to other agencies for services. This may be in the form of a phone number or a listing of other agencies. In extreme situations agencies will contact representatives directly to seek assistance for applicant. Subcontracted agencies give referrals to clients and these services are tracked in the ESN database. The agency provides a client with a referral form with their name and the name of the agency who is making the referral. Referrals are documented in the client files as well as entered into the database. PCCAA staff relies on the client to contact them on the outcomes of the referrals. By doing this, it empowers the clients to feel in control of their decisions and life and ultimately achieving self-sufficiency. If the client is unemployed and is seeking employment they are immediately referred to the One-Stop Career Center orientation/intake process for employment assistance.

2.1.7. A description of how the Applicant provides services at alternative sites.

The Applicant provides services at alternative sites through the contracts with the ESN agencies, the CSBG agencies and the affiliate agencies that volunteer their services on behalf of the community. These agencies have locations throughout Pima County.

2.1.8. The procedures used to advise clients of their rights and responsibilities.

Clients are advised of their rights and responsibilities verbally during the client interview. Client determination letters also inform them how they may appeal the decision. PCCAA posts English and Spanish posters conveying client rights; providing PCCAA and DES contact information; and explaining how to contact our office or DES if they feel they have been discriminated against. PCCAA requires that sub-recipients post this information also.

2.1.9. A description of how clients that are missing documentation are handled.

Clients who present themselves at an interview and are missing documents required to determine eligibility are given up to three (3) days to provide the documents. Extensions are granted when deemed necessary. Once the documents have been received, the application will be completed. Depending on the amount of time that has elapsed, the type of assistance being requested or funder requirements, applicants may need to complete a new application. Every effort is made to assist the client in a timely manner. PCCAA staff may assist applicant in obtaining documents whenever possible.

2.2. A description of no more than two pages describing the Applicant's case management model including:

2.2.1. The methods in place to engage clients in the development of a case plan.

Sub-recipient agencies are required (through contracts with Pima County) to develop an individual case plan in conjunction with the client. The case plan will record the date when the plan begins as well as the progress towards client goals and accomplishments. Once both parties agree and sign the case plan, the case manager will initiate implementation of the plan. This will allow the case manager to make any referrals required by the case plan and to document any services and referrals provided to the client including direct services provided by the contractor. The case plan includes client goals. Identified services will be listed within the case plan to assist the client in reaching their goals.

2.2.2. The steps taken in developing and monitoring the case plan.

The Case Manager will conduct a basic intake and assessment. Specific assessment for eviction, mortgage foreclosure, utility shut-off, or other special needs will require documentation of; a sudden reduction of income; a shut off notice from the utility; an eviction notice from the landlord, or a mortgage coupon showing delinquency and/or foreclosure notice. Clients will be provided with information on eligibility and conditions of services; along with referrals, if needed, about other available services. The Case Manager will assess walk-

ins. From the assessment, appointments will be scheduled, or clients may be seen immediately depending on crisis. Client may be requested to provide necessary documentation prior to finalizing service delivery, and/or referral (s) may be provided.

2.2.3. The steps taken to effect closure of the case plan.

Documentation of the client's progress towards economic self-sufficiency will be reflected in the case plan. The reasons for the closure of a case plan will be reflected in the notes. Follow-up services will be conducted within three months to determine the impact of benefits received over time and to identify the need for additional services.

2.2.4. The process for referring clients to outside resources and methods used to follow-up on the outcomes of referrals.

All services provided to the clients and grants in aide, including amounts will be documented in the case plan by the case manager. Case manager will follow-up and document the outcome of any referrals made for services. Any additions and/or changes that affect the case plan will be noted in the file. All subcontract agencies maintain their own client files at their own respective sites.

2.2.5. The process used to evaluate the effectiveness of case management services, and how evaluation results were used for program planning.

Services are evaluated by follow-up phones calls every 30 and 60 days to see if additional services are required in order to assist client in becoming self-sufficient. Client surveys are given to clients after the interview in order to ensure a response on how services were provided. This data is used by the agencies to evaluate staffing patterns, overall quality of services, and suggestions on how to improve services. Each sub-recipient agency reviews their own surveys and makes changes within their own agencies. PCCAA requires sub-recipient to submit a summary of all client surveys semiannually.

2.3. Case management tools to be used in the completion of an individual household assessment of needs, case planning, monitoring, and final closure of the household case plan.

The Emergency Service Network of agencies utilize their own individualized case management tools that are used for assessing needs, case planning, monitoring, and final closure of the household case plan. The agencies will also utilize the Pima County Self-Sufficiency Matrix as a tool to assess each household. PCCAA has attached several forms of case management tools that are utilized by some of our sub-contractors. (attachment A)

2.4. A client satisfaction survey/tool to be used, and a description of how and when it will be used.

The Community Action Agency has developed a Client Satisfaction Survey (see attachment B). Surveys are given to every client seen at the Pima County Community Action Agency after the interview is completed. Clients are encouraged to complete the survey and drop it in a box at the reception area. Giving the survey form directly to the client, assures a higher response rate than mailing it. No mailing costs will be incurred by Applicant or client.

By giving a survey to every person coming in for an interview the PCCAA ensures that our agency is making every effort to gather feedback from clients regarding our services. Since our agency provides direct service to over 1000 households, this method yields an adequate sample size. Management compiles survey results monthly, analyze the information and share with all staff members on a quarterly basis.

Client satisfaction surveys are used by all Emergency Services Network of agencies that provide case management services. These surveys are distributed after the client interview process is completed.

2.5. A description of how the Utility Assistance Program and the STCS Program services will be available to serve clients on an on-going basis, throughout the entire contract period.

The Community Action Agency makes every effort to ensure that funds are available all year.

LIHEAP funds are administered on an amount allocated per month over a twelve-month period to ensure that funds are available all year. Following is a breakdown of monthly expenditure rates for our funding sources to ensure funds are available throughout the year.

LIHEAP \$236,883 a month (based on total allocation (which includes contracted funds).

STCS/TANF \$29,946.67 a month (based on total allocation (which includes contracted funds).

NHN \$517.50 a month

LIHEAP Contingency \$10,000.25 a month

Our fiscal personnel monitor expenditures on a monthly basis by reviewing expenditure reports and CAA management staff will be notified on a weekly basis (every Friday) about our spending pattern.

2.6. Client grievance policy and procedures and a description of how clients are made aware of their right to appeal decisions made by the Applicant.
(attachment C)

Clients are made aware of their rights to appeal decisions during intake. The EN005 (3rd page of application) also references their rights to appeal decisions. This is acknowledged by the client's signature on the application.

A decision letter is sent to clients who receive services as well as clients who are denied services. At the bottom of the letter, a procedure on how to file a grievance is explained.

A grievance must be in writing and filed within ten (10) working days from the date of the denial letter. The client must contact the agency for a Grievance Form. PCCAA has three (3) working days to respond to the grievance. The Program Manager and the Director of the Employment and Services Department review the Grievance. If resolution is not reached, the grievance will be forwarded to the Community Action Agency Board. Clients maintain the right to file their grievance with the Department of Economic Security/Community Services Administration in Phoenix.

Subcontract agencies resolve their own grievances through their agency first, and if a resolution is not reached, it is forward to the Community Action Agency Program Manager for review. If still not resolved, the grievance is forwarded to the Community Action Agency Board for review. Clients maintain the right to file their grievance with DES/CSA in Phoenix.

2.7. A narrative describing how Client Satisfaction Survey data is shared with the tripartite/advisory board and how it will be used in program planning.

The Community Action Agency collects client satisfaction surveys on an ongoing basis. The Program Manager compiles and tallies results from the Client Satisfaction Survey described above at the end of each month, and these reports on these results to the CAAB each following month.

Depending on comments, suggestions, and/or opinions from client survey on satisfaction, etc. PCCAA staff and Board may recommend improvements to program design and implement procedures for the purpose of improving program services.

3. General Transportation (Coconino, Yavapai, Apache, and Navajo Counties Only – Not Applicable.

Pima County Community Action Agency - Self-Sufficiency Matrix

Client name: _____

Client ID#: _____

Intake Specialist: _____

Date: _____

	In Crisis	Vulnerable	Safe	Stable -Building Capacity	Empowered/ Thriving
	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10
Housing	Homeless (1) ***** In an emergency shelter (2)	Legal threat of eviction (5-day notice, writ) (3) ***** Transitional/temporary housing (friends/relatives) and/or current rent is unaffordable or unsafe (4)	In stable housing that is marginally safe or adequate (5) ***** In stable housing that is marginally affordable (6)	Household is in safe subsidized housing (7) ***** Household is in safe, affordable, un subsidized housing (8)	Household is in safe, affordable, unsubsidized rental housing of choice (9) ***** Household is in safe, affordable, home they own (10)
Income	No income and no prospects of income (1) ***** No income with prospects/pending income (2)	Inadequate income and spontaneous or inappropriate spending – bills often delinquent (3) ***** Inadequate income with appropriate spending (4)	Can meet basic needs with multiple subsidies – Food Stamps, childcare, AHCCCS (5) ***** Can meet basic needs with minimal subsidies/assistance (6)	Can meet basic needs without subsidies but has some money management issues (7) ***** Can meet basic needs without subsidies and has appropriate spending & money management (8)	Income is sufficient and well managed (9) ***** Income is sufficient, well managed, has discretionary income and is able to save (10)
Utilities	One or more utilities shut off – history of shut-off's or homeless (1) ***** Needs utility deposit to connect utilities in new residence (2)	Door hanger or imminent shut-off (3) ***** Disconnect notice or 5-day notice if utilities included in rent (4)	Utility bills past due with a history of late payments and/or carrying balance over from month to month (5) ***** Utility bills past due (6)	Utility bills are current with past history of late payments or shutoff's (7) ***** Utilities included in rent and rent is current (8)	Almost always able to pay utility payments on time (9) ***** Always able to make utility payments on time and utility costs affordable (10)
Food	Has no food or subsidies and limited ability/means to prepare or cook food (1) ***** Has no food or subsidies (2)	Unable to meet basic food needs –unaware of food stamp program or other food subsidies (3) ***** Total reliance on food stamps or other food subsidies to meet basic needs. (4)	Eligible for partial food stamps or subsidies but not receiving them. (5) ***** Receives partial food stamps or subsidies to meet basic food needs (6)	Can usually meet basic food needs - receives occasional food assistance(7) ***** Can meet all basic food needs without assistance (8)	Can choose to shop at store of choice (9) ***** Can shop at store of choice and purchase any food items desired (10)

Employment	Unemployed and unable to work (1) ***** Unemployed, not seeking employment (2)	Unemployed with limited job skills/work history and/or poor work history; seeking employment (3) ***** Unemployed, good work history/skills, seeking employment (4)	Under-employed for skill/educational level or temp job (5) ***** Working less than 32 hours per week (6)	Employed 32+ hours weekly with adequate pay but no benefits (7) ***** Employed 32 + hours per week, adequate pay and opportunities for building skills (8)	Employed 32+ hours wkly good pay w/ benefits (9) ***** Employed 32+ hours per week in field of choice, good pay w/ benefits, opportunities for advancement, stable employer (10)
Mobility	No means of transportation and not near a bus route (1) ***** Inoperable vehicle or lacks money for bus (2)	Transportation is unreliable, unaffordable or heavy reliance on friends or family (3) ***** Has a vehicle but no insurance and/or license –Reliance on bus tickets (4)	Transportation is available but limited (5) ***** Transportation is inconvenient – takes a long time or more than one transfer (6)	Transportation is generally available and reliable for basic needs; vehicle is not insured or may be in need of repairs (7) ***** Transportation is generally available and reliable for basic needs (8)	Transportation is readily available and affordable for all needs (9) ***** Transportation is readily available and affordable and client has alternative methods of transportation or multi-vehicle family. (10)
Health Care	No medical coverage with immediate unmet health (1) ***** No means to fill immediate needed prescriptions (2)	No medical insurance coverage –no current health issues (3) ***** Some household members have medical coverage (4)	Household covered by Federal/State medical insurance programs (5) ***** Receives services on a sliding fee scale or accesses occasional prescription/medical assistance (6)	Household covered by unaffordable private insurance (7) ***** Able to afford private insurance and obtain medical care when needed, but strains budget (8)	Affordable private coverage for medical insurance with low co-pays and deductibles (9) ***** Affordable private medical coverage with low co-pays and deductibles; dental and prescription coverage also available (10)

Community/ Family	<p>Abusive relationships, child domestic violence, child abuse/neglect (1)</p> <p>*****</p> <p>Little family, friends, church or community support – socially isolated (2)</p>	<p>Poor parenting/relationship skills – Unaware of negative family dynamics (3)</p> <p>*****</p> <p>Marginal parenting/relationship skills (4)</p>	<p>Family members open to working towards resolving issues (5)</p> <p>*****</p> <p>Family members have begun to receive assistance – entered case management, or have taken steps to improve family functioning (6)</p>	<p>If domestic violence or child abuse, separated from the abuser, acknowledges problem (7)</p> <p>*****</p> <p>Actively participating in counseling or supportive services, if needed. (8)</p>	<p>Good parenting/relationship skills (9)</p> <p>*****</p> <p>Good parenting/relationship skills; strong immediate and extended family relations and support, actively involved in the community (10)</p>
Education	<p>Less than 8th grade education – no GED - learning disabled, literacy problems or language barriers (1)</p> <p>*****</p> <p>Less than 8th grade education – no GED (2)</p>	<p>Completed some high school – limited reading and writing ability - no diploma or GED (3)</p> <p>*****</p> <p>Completed some high school – no GED (4)</p>	<p>GED (5)</p> <p>*****</p> <p>High school graduate (6)</p>	<p>Currently attending vocational training, college, or certification program (7)</p> <p>*****</p> <p>Completed Associate's degree, vocational training/certification program (8)</p>	<p>Bachelor's Degree (9)</p> <p>*****</p> <p>Advanced degree or completed college and has specialized certification. (10)</p>
Childcare	<p>Childcare not available (1)</p> <p>*****</p> <p>Childcare not accessible or child ineligible (2)</p>	<p>Childcare is unaffordable (3)</p> <p>*****</p> <p>Childcare is unreliable or unsafe (4)</p>	<p>Affordable, subsidized childcare is available but has barriers -limited hours, difficult to access, etc. (5)</p> <p>*****</p> <p>Affordable, subsidized childcare is available – no barriers (6)</p>	<p>Reliable, affordable childcare is available – with or w/out subsidy (7)</p> <p>*****</p> <p>Reliable extended family or friend provides childcare (8)</p>	<p>Able to choose and afford quality childcare of choice (9)</p> <p>*****</p> <p>Able to choose and afford quality childcare of choice and has one or more back-up plans (10)</p>

CUSTOMER FEEDBACK SURVEY

DATE: _____

The One Stop is committed to providing quality services. Your opinion will help us improve as well as recognize what’s working. Please answer the following questions: (SEE BOTH SIDES)

I visit the One Stop Career Center:

- ☐ this is my first visit
- ☐ occasionally (1-5 times per month)
- ☐ regularly (1-5 times per week)

Today I came to the One Stop (for):

(please check all that apply)

- ☐ an appointment with my case manager
- ☐ a workshop _____
- ☐ to see a job developer
- ☐ to use the computers/resources
- ☐ help with rent, utilities, water, etc...
- ☐ to see an employer/job club
- ☐ intake OR orientation/intro to services
- ☐ to see a Veteran representative
- ☐ help with unemployment insurance
- ☐ other _____

How satisfied are you?

- ☐ very satisfied
- ☐ somewhat satisfied
- ☐ dissatisfied
- ☐ very dissatisfied

(OVER)

FEEDBACK SURVEY - continued

Today I interacted with (name of staff):

(please check all that apply)

- ☐ front desk staff _____
- ☐ a case manager _____
- ☐ a job developer _____
- ☐ an instructor _____
- ☐ rent/utility/water staff _____
- ☐ other _____

Suggestions/Comments:

OPTIONAL:

I have been out of work for: _____
I am receiving UI benefits: ☐ Yes ☐ No
My occupation is: _____
I am a military Veteran: ☐ Yes ☐ No

I can be contacted for more information:
☐ Yes ☐ No (if yes, please continue)

Name: _____

Phone: _____

Email: _____

Encuesta de comentarios del cliente-FECHA:

El centro *One Stop* está comprometido a proporcionar servicios de calidad . Su opinión nos ayudará a mejorar continuamente así como a reconocer lo que está funcionando. Por favor, tome unos pocos minutos para contestar las siguientes preguntas :

Visito el Centro de Servicios Ocupacionales

One Stop :

- ☐ Esta es mi primera visita
- ☐ En ocasiones (1-5 al mes)
- ☐ Con regularidad (1-5 times a la semana)

Hoy vine al centro One Stop (para):

(por favor marque todas las que apliquen)

- ☐ una cita con el manejador de mi caso
- ☐ un taller de trabajo _____
- ☐ para ver a un promotor de trabajos
- ☐ para usar las computadora / recursos
- ☐ para enviar documentos por fax
- ☐ ayuda con la renta, servicios públicos, agua, etc...
- ☐ para ver un club de trabajos / empleador
- ☐ admisión O orientación / introducción a los servicios
- ☐ para ver a un representante de Veteranos
- ☐ para ayuda con el seguro de desempleo
- ☐ otro _____

Hoy tuve relación con (nombre del personal):

(por favor marque todas las que apliquen)

- ☐ personal del mostrador de entrada
- ☐ un manejador de caso _____
- ☐ un promotor de trabajo _____
- ☐ un instructor _____
- ☐ personal de rentas / servicios públicos /agua etc. staff _____
- ☐ otro _____

¿Cómo está de satisfecho?

- ☐ muy satisfecho
- ☐ algo satisfecho
- ☐ insatisfecho
- ☐ muy insatisfecho

Sugerencias / Comentarios:

(siéntase libre de escribir al dorso)

OPIONAL:

He estado sin trabajo durante: _____
Estoy recibiendo beneficios UI : ☐ Sí ☐ No
Mi ocupación es: _____
Soy un veterano del ejercito: ☐ Sí ☐ No

Puedo ser contactado para pedir más información:
☐ Sí ☐ No (Si dice sí, por favor continúe)
Nombre: _____

Teléfono: _____

Email: _____

Gracias, por favor, ¡póngalo en el buzón de sugerencias !

Pima County Community Action Agency Grievance Procedure

It is the policy of the Pima County Community Action Agency that all clients have the right to appeal any denial of service. The following steps must be followed in filing a grievance:

1. Grievances must be in writing and filed **within ten (10) working days from the date of the denial letter.**

The form for the written appeal is available at the Pima County Community Action Agency Office located at:

Kino Service Center
Pima County Community Action Agency
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713
(520) 724-7700

2. The Community Action Agency Program Manager will review the grievance and shall then have five (5) working days to respond to the grievance.
3. If the applicant not satisfied with the Community Action Agency Program Manager's decision the applicant may appeal to the Director of Pima County One Stop or their designee who will review the grievance and shall then have five (5) working days to respond to the grievance.
4. If resolution is not reached through the above two steps, the grievance will be forward to the Community Action Agency Board at their next regularly scheduled meeting. Their finding(s) will be the final at the local level.
5. Applicants maintain the right to file their grievance with the Department of Economic Security/Division of Aging and Adult Services at any time. The appellant must submit a written request to DES/DAAS within ten (10) working days of the post-mark date of the Pima County Community Action Agency's grievance decision. The request must be signed, dated, and contain the reason for the hearing. The request must be submitted to:

Department of Economic Security – Site Code 086Z
Division of Aging and Adult Services
Community Action Programs Manager
P O Box 6123
Phoenix, AZ 85005-6123

The Pima County Community Action Agency
Grievance Form

Client Name: _____
Social Security Number: _____
Location of Application: Rio Nuevo One-Stop Kino Service Center
Date of Application: _____
Intake Specialist: _____


Services Applied for: _____ Rent/Mortgage Assistance
 _____ Utility Assistance
 _____ Other: _____

Reason for Appeal of Decision (Use space provided – do not attach any pages):

Signature

Date

Please fax or deliver to: Pima County Community Action Agency
Attn: Manira Cervantes
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713
(520) 724-7700
Fax: (520) 791-6600

Attachment Facility Location Chart Attachment 6		
Agreement No.: DI20-002265		
Description: Community Action Services Program		

Facility Location Chart

a) Organization (Contractor/Subcontractor)	b) Sub	c) Service	d) Days and Hours of Operation	e) Geographic Area to be Served
Community Food Bank -Ajo 950 N. Cameron Ave. Ajo, AZ 85321 520-387-7163	X	Food Boxes	First Thursday of the month	Pima County - Ajo, AZ area
The Community Food Bank - Amado 28720 S. Nogales Hwy 520-398-2942	X	Food Distribution	Tuesday 9am to 12pm, Thursday 9am to 5pm	Arivaca & Amado AZ Pima County
El Rio Santa Cruz Neighborhood Health Center 839 W. Congresss St., Tucson, AZ 85745	X	Medical Prescriptions	Mon - Fri 8 am - 8 pm Saturdays 8 am -1 pm	Pima County
Arivaca Human Resources 17252 W. 5th St. Arivaca, AZ 85601	X	Congregate meals, home delivered meals, LIHEAP	Mon-Thu 8 am - 3:30 pm Fri 8am - 1:30 pm	Arivaca Pima County
Chicanos Por La Causa 1525 N. Oracle Rd. Tucson, AZ 85705	X	Community Services Rent, Mortgage, Utility Assistance, Case Management	Mon - Fri 8 am - 5 pm	Pima County
Greather Littletown Food Bank 6465 S. Craycroft Rd. Tucson, AZ 85756	X	Food Distribution	M-Thu 8 am - 11 am	Pima County

Green Valley Assistance 3950 S. Camino del Heroe Green Valley, AZ 85614	X	Rent, Mortgage	Mon-Fri 9 am - 5pm	Green Valley Area Pima County
Interfaith Community Services 2828 W. Ina Rd., Tucson, AZ 85741 East Side Office 8701 E. Old Spanish Trail Tucson, AZ 85710 South Side Office 101 W. Irvington Office 2A Bldg 2	X	Community Services, Rent, Mortgage, Utility Assistance, Special Needs, Case Management	M-F 9:30 am - 4:00 pm -Ina M-F 9:30 am - 4 pm -East T-F 9 am - 4 pm -South	Pima County
International Sonoran Desert Alliance 38 N. Plaza St. Ajo, AZ 85321	X	GED, Apprentenship program, Minor home repair, LIHEAP	Mon - Fri 9 am - 5 pm	Ajo AZ Pima County
Portable Practical Education Preparation 806 E. 46th St. Tucson, AZ 85713	X	Community Services, Rent, Mortgage, Utility Assistance, Special Needs, Case Management	Mon - Fri 8 am - 5 pm	Pima County
Primavera Foundation 702 S. 6 Ave. Tucson, AZ 85701	X	Community Services, Rent, Mortgage, Utility Assistance, Special Needs, Case Management	Mon - Fri 8 am - 5 pm by appointment only	Pima County
Sahuarita Food Bank 17750 S. La Canada Dr. Sahuarita, AZ 85629	X	Backpack program	Thurs 1 - 5pm Sat 10 am - 12 pm	Sahuarita area Pima County
Southern Arizona Aids Foundation 375 E. Euclid Ave. Tucson, AZ 85719	X	Rent, Crisis Calls, Case Management	Mon - Fri 8 am - 5 pm	Pima County

The Salvation Army 1002 N. Main Ave. Tucson, AZ 85705	X	Community Services, Rent, Mortgage, Utility Assistance, Special Needs, Case Management	Mon - Fri 8 am - 5 pm	Pima County
Pima County Community Action Kino Service Center 2797 E. Ajo Way. Tucson, AZ 85713 520-724-7700 Rio Nuevo Center 340 N. Commerce Park Loop Suite 100 Tucson, AZ 85745 520-724-7650		Community Services, Rent, Mortgage, Utility Assistance, Utility Repair/Replace & Deposit, Local utility discounts	Mon - Fri 8 am - 5 pm	Pima County

f)

<input checked="" type="checkbox"/> New Year's Day	<input type="checkbox"/> Good Friday	<input checked="" type="checkbox"/> President's Day	<input type="checkbox"/> Yom Kippur
<input type="checkbox"/> Washington's Birthday	<input checked="" type="checkbox"/> Martin Luther King Jr's	<input checked="" type="checkbox"/> Memorial Day	<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Columbus Day	<input checked="" type="checkbox"/> Labor Day	<input type="checkbox"/> Lincoln's Birthday	<input checked="" type="checkbox"/> Independence Day
<input checked="" type="checkbox"/> Christmas	<input checked="" type="checkbox"/> Veteran's Day	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Other (specify)

** Use additional pages if needed*

Facility Location Chart (Instructions)

Complete the Facility Location and Staffing Chart form indicating each Office where the Offeror proposes to administer services. Include Subcontractor information as is appropriate. Complete the chart as follows:

- Organization: Name of Facility, Physical Address, Mailing Address, Phone and Fax Numbers where service(s) will be provided: List the name, physical address, mailing address if it is different than the physical address, phone and fax number of each facility at which the service will be provided. Do not use Post Office boxes to indicate the facility location. The name and address of any subcontractor facility where services will be provided must also be included in this listing.
- Sub: Designate any subcontractor facility by placing a check mark in the "SUB" column alongside the subcontractor facility name.
- Service: Indicate the type of service the organization will be providing.
- Days and Hours of Operation: List the days and hours during which service is available at each facility location. (for Applicant and subcontractors).
- Geographic Area: List the geographic area(s) in which the service will be provided, (e.g., Pima County, Maricopa County).
- The facility(s) listed above will not be open on those holidays marked (insert an X for applicable holidays)

Attachment 7 Letter of Assurances

Pima County
Community Services, Employment and Training Department
Community Action Services Program Application
Attachment 7: Letter of Assurance

In response to **Part 1**: Pima County has administered CAP grants for over 30 years. As such the County has demonstrated the ability to efficiently and effectively manage the fiscal requirements of Arizona Department of Economic Security and the Community Action Services Programs. For Fiscal Year 2019/2020 the Arizona Auditor General's Single Audit resulted in no findings on its administration. Pima County is now designated as a low risk auditee.

The Pima County Grants Management and Innovation department supports grantee County Departments throughout the entire grant lifecycle from application through closeout. The GMI Finance Division supports all County Department's with fiscal compliance, billings and payment to sub-awardees.

Pima County Community Services, Employment and Training also assures that it screens all sub recipients who provide direct services for insurance that meets the minimum amounts stated in the ADES Special Terms and Conditions. Pima County policy regarding **Part 2** is as follows:

Revised 2/7/2017

Standard Insurance Language

Article 4 - Insurance

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

4.1.3 Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when the Professional Liability *or any other coverage is excluded* from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

Examples of Professional Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal, Engineering, or Surveying Services. *Any IT related service or product including software requires Tech E&O and/or Network/Cyber (Privacy) Liability Insurance.(Contact Risk Management)*

4.1.5 Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

4.2.1 Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

4.2.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4.2.3 Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

4.2.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10 days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

4.4 Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

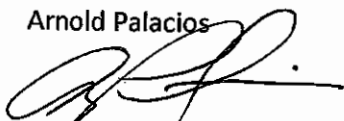
Part 3 does not apply since Pima County is not a tribal entity.

Official contact information for **Part 4** is as follows. The official PoC for Pima County Community Action Services Program is:


Manira Cervantes
Community Services Manager
(520) 724-5710
Manira.Cervantes@pima.gov
2797 East Ajo Way
Tucson, Arizona
85713

Sincerely,

Arnold Palacios



Director, Community Services, Employment and Training

Attachment 8 Certification Regarding Lobbying	
Agreement No.: DI20-002265	
Description: Community Action Services Program	

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

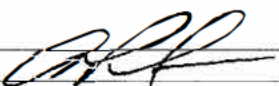
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.


(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION			
Pima County			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
* First Name: Arnold	Middle Name:	* Last Name: Palacios	Suffix:
* Title: <u>Community Services Director</u>			
* SIGNATURE: 		* DATE: <u>2-21-20</u>	

Attachment 9 Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI20-002265	
Description: Community Action Services Program	

**Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

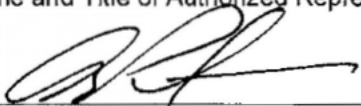
- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Pima County

Name of Agency / Organization

Arnold Palacios, Community Services Director


Name and Title of Authorized Representative



Signature

2-21-20

Date

Attachment	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Participation in Boycott of Israel	
Agreement No.: DI20-002265	
Description: Community Action Services Program	

Participation in Boycott of Israel

Please note that if any of the following apply to this Solicitation, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- ☒ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**
 Indicate which of the following statements applies to this Contract:
- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
 - ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Pima County

Company Name

2797 E Ajo Way

Address

Tucson

AZ

85713

City

State

Zip




Signature of Person Authorized to Sign

Arnold Palacios

Printed Name

Community Services Director

Title

<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

Business Associates Agreement

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 HIPAA AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT OF 2009 - HITECH


The Arizona Department of Economic Security (DES) or on behalf of a DES Division or Program ("*DES Covered Component*"), and undersigned Business Associate hereby enter into this Business Associate Agreement ("*BAA*" or "*Agreement*").

This BAA has the same effective date as the Contract, Intergovernmental Agreement, Memorandum of Understanding or Interagency Service Agreement to which it is appended ("*Related Contract*" or "*Contract*"), or the date of the last signature, whichever is later. If there is no Related Contract, the effective date of this BAA is the date of the last signature to this Agreement. This Agreement supplements any Contract between a DES Covered Component and the Business Associate which involves the disclosure of Protected Health Information ("*PHI*") as defined in HIPAA. In the event of conflicting terms or conditions, this Agreement's terms shall supersede the provisions of the Related Contract to which it is appended.


The DES Covered Component and the Business Associate agree to comply with applicable Privacy and Security Standards of HIPAA and HITECH, and with other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of any Electronic PHI ("*ePHI*") related to this Agreement.

1.0 DEFINITIONS. Capitalized terms not otherwise defined in this Agreement shall have the same meanings as those terms in the Privacy Rule and HITECH.

- 1.1. **Breach** shall have the meaning given to such term under the HITECH Act (42 U.S.C. § 17921).
- 1.2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act (45 C.F.R. § 160.103 and 42 U.S.C. § 17938).
- 1.3. **Covered Component** shall have the meaning given to such term under the Privacy Rule and the Security Rule (45 C.F.R. § 160.103).
- 1.4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501).
- 1.5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501).
- 1.6. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act (42 C.F.R. § 17921).
- 1.7. **Electronic Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 CFR § 164.501 and § 106.103).
- 1.8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501).
- 1.9. **Individual** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 160.103) and shall include a person who qualifies as a personal representative (45 C.F.R. § 164.502(g)).
- 1.10. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.11. **Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501). Protected Health Information includes Electronic Protected Health Information (C.F.R. § 160.103 and § 164.501).
- 1.12. **Protected Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501). Protected Information includes Electronic Protected Information (C.F.R. § 160.103 and § 164.501).


<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

- 1.13. **Required By Law** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.512).
- 1.14. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- 1.15. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.16. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act (42 U.S.C. §17932(h)).
- 2.0 PERMITTED USES AND DISCLOSURES OF PHI.** The Business Associate will use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, the DES Covered Component as specified in the underlying Contract, this BAA , or as Required By Law. Any use or disclosure by the Business Associate shall not violate applicable Privacy Rule provisions, the terms of this BAA, or the DES Covered Component policies and procedures for using or disclosing only the Minimum Necessary PHI.
- 2.1. **Prohibited Use and Disclosures.** The Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. The Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested a restriction and has paid out of pocket in full for health care items or services to which the PHI solely related as described in 42 U.S.C. §17935(a). The Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of the Covered Component and as permitted by the HITECH Act, 42 U.S.C. §17935(d) (2); however, this prohibition shall not affect payment by the Covered Component to the Business Associate for services provided pursuant to the Contract. Disclosure for research is prohibited without the Covered Component's permission prior to such disclosure.
- 2.2. **Business Activities of Business Associate.** The Business Associate may use PHI for the necessary management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate if:
1. The disclosure is Required By Law; or
 2. The BusinessAssociate obtains reasonable written assurances from a third party receiving the PHI that the third party will:
 - i. Maintain the confidentiality of the PHI;
 - ii. Use or disclose the PHI only as Required By Law or for the purpose for which the PHI was disclosed to the person;
 - iii. Notify the Business Associate within 1 business day of any discovered breach of confidentiality of the Protected Information (42 U.S.C. §17932; 45 C.F.R. §164.504(e)(2)(ii)(D)) and comply in writing with paragraphs 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6; and
 - iv. Ensure that any third party to whom it provides Protected Information receives from, or created or received by the Business Associate on behalf of the Covered Component, agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information (45 C.F.R. §164.504 (e)(2)(ii)(D)).
- 2.3. **Aggregation of PHI.** The Business Associate shall provide data aggregation services with regard to PHI created or received from or on behalf of the DES Covered Component, if requested to do so by the DES Covered Component. (45 C.F.R. §164.504(e)(2)(i)(B)).
- 2.4. **De-Identification of PHI.** Under 45 C.F.R. §164.502(d) (2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. The Business Associate may de-identify any and all PHI, provided
1. The de-identification conforms to the requirements of 45 C.F.R. §164.514(b),
 2. The Business Associate maintains the documentation required by 45 C.F.R. §164.514(b), and
 3. The Business Associate gives written assurance to the DES Covered Component that the Business Associate appropriately maintains the documentation required by 45 C.F.R. §164.514(b).


<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

3.0 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE


- 3.1. **Safeguards.** The Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected information otherwise than as permitted by the Contract and the Business Associate Agreement, including, but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R §164.308, §164.310, and §164.312. The Business Associate shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule, including but not limited to 42 U.S.C. §17931 and 45 C.F.R. §164.316.
- 3.2. **Reporting Impermissible Use or Disclosure and Security Incidents.** The Business Associate agrees to report to the DES Covered Component in writing of any access, use or disclosure of Protected Information not permitted by the contract or the Business Associate Agreement, and any breach of Unsecured PHI of which it becomes aware of as described in 42 U.S.C. §17921 and 45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(C), within 1 business day after discovery. The Business Associate shall:
1. Promptly take corrective action to secure any such deficiencies; and
 2. Grant prompt and immediate access to DES Covered Component and other individuals from DES or the State of Arizona authorized by DES to participate in the incident investigation, mitigation, resolution, or breach notification; and
 3. Contact the DES Chief Privacy Officer if DES Covered Component cannot be notified within 1 business day after discovery of incident; and
 4. Secure and preserve all records pertinent to the incident; and
 5. Promptly require within 1 business day of incident discovery applicable subcontractors and agents to secure and preserve all records pertinent to the incident; and
 6. Any action pertaining to such unauthorized disclosure required by applicable federal and state statutes and regulations.
- 3.3. **Mitigation.** The Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate or its agents or subcontractors in violation of the requirements of this Agreement (45 C.F.R §164.530(f)).
- 3.4. **Agents and Subcontractors.** The Business Associate agrees to the following:
1. Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component, agrees in writing to the same restrictions and conditions that apply to the Business Associate through this Agreement with respect to such PHI and implementing the safeguards required by paragraph 2.1 above with respect to Protected Information (45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(D)).
 2. It shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violations as described in 45 C.F.R. §164.530(e)(I) and 164.530(f).
- 3.5. **Personnel.** The Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce ("Personnel"), whose services may be used to satisfy the Business Associate's obligations under this Agreement and the Related Contract, of the terms of this Agreement. The Business Associate represents and warrants that the Personnel are under sufficient legal obligations to the Business Associate for the Business Associate to fully comply with the provisions of this Agreement. The Business Associate agrees to train its workforce on the HIPAA Rule and keep appropriate records of the training as prescribed in 45C.F.R. §164.530(b)(1)(2).

<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

- 3.6. **Access to Protected Information.** The Business Associate shall make Protected Information maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the DES Covered Component for inspection and copying within 10 business days of a request by the DES Covered Component to enable the DES Covered Component to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.524. If the Business Associate maintains an Electronic Health Record, the Business Associate shall provide such information in electronic format to enable the DES Covered Component to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. §17935(e).
- 3.7. **Individual Access to PHI.** If an Individual requests direct access to PHI in possession of the Business Associate which is maintained under its contract with DES, prior to disclosure of any PHI the Business Associate shall first consult in writing with the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer. The Business Associate shall grant or deny access pursuant to written instructions from the DES Covered Component which are consistent with 45 C.F.R. §164.524 or other applicable law. Within 5 business days, the Business Associate shall notify the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer in writing of the actions it has taken pursuant to the request for access and DES Covered Component's authorization.
- 3.8. **Amendment of PHI.** The Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set within 5 business days after the Business Associate receives from the DES Covered Component instructions to amend PHI. Such instructions generally follow an Individual's request to the DES Covered Component to amend the Individual's PHI held by the DES Covered Component or its Business Associates in a Designated Record Set. If the DES Covered Component declines an Individual's request to amend that Individual's PHI, the DES Covered Component shall provide to its Business Associate, who shall promptly incorporate into the Individual's Designated Record Set, any statements of disagreement and/or rebuttals supplied by the Individual, as required by 45 C.F.R. § 164.526.
- 3.9. **Individual Amendment of PHI.** If an individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors on behalf of the DES Covered Component, the Business Associate must notify the DES Covered Component in writing within 5 business days of the request. Any approval or denial of amendment to Protected Information maintained by the Business Associate or its agents or subcontractors shall be the responsibility of the DES Covered Component, which shall notify the Business Associate of its decision in writing.
- 3.10. **Documentation of Disclosure.** The Business Associate agrees to document all disclosures of PHI made by the Business Associate and information related to such disclosures as would be required by the DES Covered Component to respond to a request by an Individual for an accounting of disclosures of PHI according to 45 C.F.R. §164.528. At a minimum, the documentation related to the Business Associate's disclosure of PHI shall include:
1. The date of disclosure;
 2. The name of the PHI recipient and, if known, the address of the PHI recipient;
 3. A brief description of the PHI disclosed; and
 4. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or instead of such statement, a copy of the written request for disclosure by the Secretary or under 45 C.F.R. §164.512.
- 3.11. **Accounting of Disclosures.** Within 10 business days after receipt of notice from the DES Covered Component to the Business Associate that the DES Covered Component has received a request for an accounting of disclosures of an Individual's PHI, the Business Associate agrees to provide the DES Covered Component with the disclosure information requested by the Individual and as required in paragraph 3.10 above. If an individual requests an accounting of disclosures directly from the Business Associate, the Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 C.F.R §164.528. Unless otherwise directed by the DES Covered Component, the Business Associate shall notify the DES Covered Component of the action it has taken and shall do so in writing within five (5) business days after the action. The accounting of disclosure shall include all PHI disclosures for the time period the Individual requested, but not for a date earlier than six years prior to the date of creation or last entry, which ever occurred last. If the Business Associate is unable to provide the accounting of disclosure within the allowed time frame, the Business Associate shall provide the DES Covered Component with a written statement of the reason for delay and the date the Business Associate will provide the accounting.

<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

- 3.12. **Government Access to Records.** For the purpose of determining the DES Covered Component compliance with the Privacy Rule, as well as the Business Associate's compliance with this BAA, the Business Associate agrees to make available to the DES Covered Component or its authorized agent, or to the Secretary, in the time and manner designated:
1. The Business Associate's internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component; and
 2. All PHI received by the Business Associate from the DES Covered Component or created or received by the Business Associate on behalf of the DES Covered Component.
- 3.13. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure as described in 42 U.S.C. § 17935(b); 45 C. F. R. § 164.502(b)(1) and 164.514(d).
- 3.14. **Data Ownership.** The Business Associate acknowledges that the Business Associate has no ownership rights with respect to the Protected Information.
- 3.15. **Transaction Standards Regulation.** If the Business Associate conducts in whole or part Standard Transactions for or on behalf of the DES Covered Component, the Business Associate agrees to comply with the Electronic Data Transaction Standards and Code Sets, 45 C.F.R. Part 162 (I – R). The Business Associate agrees to require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of the DES Covered Component, to comply with the Transaction Standards and Code Sets. The Business Associate and its subcontractors or agents shall not engage in any practice or enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of the DES Covered Component that:
1. Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;
 2. Adds a Data Element or Segments to the maximum defined Data Set;
 3. Uses any code or Data Element that is marked "not used" in the Standard Transaction's implementation specification or that is not in the Standard Transaction's implementation specification; or
 4. Changes the meaning or intent of the Standard transaction implementation specification.
- 3.16. **Retention of Records.** All records containing PHI created or received by the Business Associate from or on behalf of the DES Covered Component will be retained for six years from the date of creation (*e.g., PHI*) or the date when it last was in effect (*e.g., a policy or form*), whichever is later.
- 3.17. **Violations of Law.** The Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j).
- 3.18. **Audits, Inspection and Enforcement.**
1. Within 10 business days of a written request by the DES Covered Component, the Business Associate and its agents or subcontractors shall allow the DES Covered Component to conduct a reasonable inspection of the facilities, systems, books, records, agreements, and policies and procedures relating to the use, acquisition, or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether the Business Associate has complied with this Agreement; provided, however that:
 - i. The Business Associate and the DES Covered Component shall mutually agree in advance upon the scope, timing and location of such inspection. If an agreement can not be concluded, then DES will decide; and
 - ii. To the extent allowed by law, the DES Covered Component shall safeguard all trade secret information of the Business Associate to which the DES Covered Component has access during the course of such inspection; and

<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	


2. The fact that the DES Covered Component inspects, fails to inspect, or has the right to inspect the Business Associate's facilities, systems, books, records, agreements, and policies and procedures does not relieve the Business Associate of its responsibilities to comply with this Agreement. The following acts by the DES Covered Component do not constitute acceptance of such practices or waive the DES Covered Entity's enforcement rights under the contract or Agreement.
 - i. Failure to detect; or
 - ii. Detection, but failure to notify the Business Associate; or
 - iii. Requiring the Business Associate to correct any unsatisfactory practices.
3. The Business Associate shall notify the DES Covered Component in writing within 1 business day of learning that the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.
4. Notwithstanding paragraph 3.18.1, pursuant to paragraphs 3.1 through 3.4 and in compliance with 42 U.S.C. §17921 and 45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(C), Business Associate, its subcontractors and agents shall permit prompt and immediate access to the Covered Component to all physical locations and business records, including electronic records and all relevant data files, under the control or maintained by the Business Associate, its subcontractors and agents on behalf of Covered Component, for the purpose of mitigating a data breach, conducting a risk analysis and obtaining information which will identify individuals affected.

4.0 OBLIGATIONS OF DES COVERED COMPONENT

- 4.1. **Notice of Privacy Practices.** The DES Covered Component shall notify the Business Associate of any changes or limitation(s) in the DES Covered Component's Notice of Privacy Practices according to 45 C.F.R. §164.520, to the extent that such changes or limitation(s) may effect the Business Associate's use or disclosure of PHI.
- 4.2. **Changes in Permission by Individual.** The DES Covered Component shall notify the Business Associate of any changes in, or revocation of, an Individual's permission to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 4.3. **Restriction on PHI.** The DES Covered Component shall notify the Business Associate of any restriction on PHI uses and disclosures that the DES Covered Component has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 4.4. **Permissible Requests** by DES Covered Component. The DES Covered Component shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the DES Covered Component.

5.0 TERM AND TERMINATION

- 5.1. **Term.** The term of this Agreement is specified on page one (1) of this Agreement or in the Contract to which it is appended and shall terminate when all PHI provided by the DES Covered Component to the Business Associate, or created or received by the Business Associate on behalf of the DES Covered Component, is destroyed or returned to the DES Covered Component. If it is not feasible for the Business Associate to return to the DES Covered Component or destroy all PHI when this Agreement terminates under the Contract or is terminated early, protections agreed to by the Business Associate are extended to such information, whether PHI is held or controlled by the Business Associate or its agents or subcontractors.

<p style="text-align: center;">Attachment 15</p> <p style="text-align: center;">Business Associates Agreement</p>	
<p>Agreement No.: DI20-002265</p>	
<p>Description: Community Action Services Program</p>	

5.2. Effect of Termination.


1. Except as provided in subparagraph 3 of this paragraph, upon termination of this Agreement for any reason, the Business Associate shall return or destroy all PHI received from the DES Covered Component, or created or received by the Business Associate on behalf of the DES Covered Component. No copies or data repositories can be retained as to this information.
2. This provision shall apply to PHI in the possession or under the control of subcontractors or agents of the Business Associate. The Business Associate and its subcontractors and agents shall retain no copies or data repositories of any type of returned or destroyed PHI unless ordered to do so by a court of law.
3. If the Business Associate determines that returning or destroying PHI is not feasible, the Business Associate shall provide to the DES Covered Component notification of the conditions making the return or destruction not feasible. The Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures of the PHI to the purpose that make the return or destruction not feasible, for so long as the Business Associate maintains the PHI. If it is not feasible for the Business Associate to recover from a subcontractor or agent any PHI, the Business Associate shall provide a written explanation to the DES Covered Component. The Business Associate shall require the subcontractor or agent to agree:
 - i. To extend the protections of this Agreement to the PHI in subcontractor or agent; and
 - ii. To limit further uses or disclosures of the PHI to the purpose that makes the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.



5.3. Termination for Cause.

1. Breach. Upon the DES Covered Component's knowledge of a material breach by the Business Associate of the terms of this Agreement, the DES Covered Component shall take one or more of the following actions:
 - i. Provide an opportunity for the Business Associate to cure the breach within a specified timeframe;
 - ii. Terminate this Agreement and the underlying Contract if the Business Associate does not cure the breach or end the violation within the time specified by the DES Covered Component, or if a cure of the breach is not possible;
 - iii. Immediately terminate this Agreement and the underlying contract; or
 - iv. Report the violation to the Secretary, if neither termination nor cure is feasible.
2. Judicial or Administrative Proceedings. The DES Covered Component may terminate the Agreement if:
 - i. The Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws; or
 - ii. There is a governmental agency or tribunal finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA regulations or other security or privacy laws.

6.0 MISCELLANEOUS

- 6.1. **HIPAA Reference.** A reference in this Agreement to HIPAA or the Privacy Rule means the regulation including the HITECH Act of 2009, as in effect on the effective date or as subsequently amended, and for which compliance is required. (45 C.F.R. § 160, §162, and §164 and 42 U.S.C. §17938).
- 6.2. **Amendment.** The parties agree to take the action necessary to amend this Agreement from time to time so that the DES Covered Component may comply with the requirements of HIPAA, HITECH, court decisions and any regulatory changes.
- 6.3. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the DES Covered Component to comply with the HIPAA and HITECH Rules.

Attachment 15	
Business Associates Agreement	
Agreement No.: DI20-002265	
Description: Community Action Services Program	

<p>Contractor hereby acknowledges receipt and acceptance of this HIPAA Business Associate Agreement and that a signed copy must be filed with the DES Procurement Office.</p> <p style="text-align: center;">  </p> <p style="text-align: center;">2-21-20</p> <p>Signature _____ Date _____</p> <p>Arnold Palacios</p> <p>Print Name _____</p> <p>Community Services Director</p> <p>Title _____</p> <p>Pima County</p> <p>Contractor _____</p>	<p>The above referenced HIPAA Business Associate Agreement is hereby executed this</p> <p style="text-align: center;">28th day of April 2020, by the</p> <p>Arizona Department of Economic Security.</p> <p style="text-align: center;">  </p> <p>DES Chief Privacy Officer Signature _____</p> <p>Jared Spurgeon</p> <p>Print Name _____</p>
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Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

ITEMIZED SERVICE BUDGET

Attachment 16

CONTRACT SERVICE: Case Management - Intake Costs (CMG-CAP-INT)

Agency: Pima County DI20-002265

Contract Period: 07/01/2020 - 06/30/2021

1.	<u>PERSONNEL</u>				TOTAL	100%	0%	0%	0%
	Number of	FTE		Total Salary for the	DES service	LIHEAP	SSBG	TANF	NHN
	Positions	Level	Position Title	Contract Period	COST	COST	COST	Cost	Cost
TOTAL PERSONNEL					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.	<u>EMPLOYEE RELATED EXPENSES</u>				TOTAL	100%	0%	0%	0%
	<u>ITEM</u>			<u>BASIS</u>	DES service	LIHEAP	SSBG	TANF	NHN
					COST	COST	COST	Cost	Cost
TOTAL EMPLOYEE RELATED EXPENSES					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.	<u>PROFESSIONAL AND OUTSIDE SERVICES</u>				TOTAL	LIHEAP	SSBG	TANF	NHN
	<u>ITEM</u>			<u>BASIS</u>	COST	COST	COST	Cost	Cost
	Intake Specialist costs to be contracted				\$100,120			\$100,120	
TOTAL PROFESSIONAL AND OUTSIDE SERVICES					\$100,120.00	\$0.00	\$0.00	\$100,120.00	\$0.00
4.	<u>TRAVEL</u>				TOTAL	LIHEAP	SSBG	TANF	NHN
	<u>ITEM</u>			<u>BASIS</u>	COST	COST	COST	Cost	Cost
TOTAL TRAVEL					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.	<u>SPACE</u>				TOTAL	LIHEAP	SSBG	TANF	NHN
	<u>ITEM</u>			<u>BASIS</u>	COST	COST	COST	Cost	Cost
TOTAL SPACE					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.	<u>EQUIPMENT</u>				TOTAL	LIHEAP	SSBG	TANF	NHN
	<u>ITEM</u>			<u>BASIS</u>	COST	COST	COST	Cost	Cost
TOTAL EQUIPMENT					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.	<u>MATERIALS AND SUPPLIES</u>				TOTAL	LIHEAP	SSBG	TANF	NHN

ITEM			BASIS		COST	COST	COST	Cost	Cost
TOTAL MATERIALS AND SUPPLIES					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.	OPERATING SERVICES								
	ITEM		BASIS		TOTAL COST	LIHEAP COST	SSBG COST	TANF Cost	NHN Cost
TOTAL OPERATING EXPENSES					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	INDIRECT COSTS								
	ITEM		BASIS		TOTAL COST	LIHEAP COST	SSBG COST	TANF Cost	NHN Cost
TOTAL INDIRECT COSTS					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	SUBTOTAL ADMIN COST				\$100,120.00	\$0.00	\$0.00	\$100,120.00	\$0.00
11.	VOUCHERS								
	ITEM		0.7		TOTAL DES service COST	LIHEAP COST	SSBG COST	TANF Cost	NHN Cost
	Costs of intake workers								
1	1	Intake Specialist	\$37,623.00	\$26,336.00	\$26,336.00	\$26,336.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$32,901.00	\$23,031.00	\$23,031.00	\$23,031.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$34,154.00	\$23,908.00	\$23,908.00	\$23,908.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$32,261.00	\$22,583.00	\$22,583.00	\$22,583.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$32,261.00	\$22,583.00	\$22,583.00	\$22,583.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist-New	\$32,261.00	\$22,583.00	\$22,583.00	\$22,583.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$38,189.00	\$26,732.00	\$26,732.00	\$26,732.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$38,189.00	\$26,732.00	\$26,732.00	\$26,732.00	\$0.00	\$0.00	\$0.00
1	1	Intake Specialist	\$38,190.00	\$26,733.00	\$26,733.00	\$26,733.00	\$0.00	\$0.00	\$0.00
				\$221,221.00	\$221,221.00	\$221,221.00	\$0.00	\$0.00	\$0.00
		ERE	38.00%	\$84,064.00	\$84,064.00	\$84,064.00	\$0.00	\$0.00	\$0.00
TOTAL VOUCHERS					\$305,285.00	\$305,285.00	\$0.00	\$0.00	\$0.00
12. TOTAL SERVICE COST/DES TOTAL COST:					\$405,405.00	\$305,285.00	\$0.00	\$100,120.00	\$0.00
REVENUE SOURCES:									
DES - DAAS					\$405,405.00	\$305,285.00	\$0.00	\$100,120.00	\$0.00
TOTAL REVENUE:					\$405,405.00	\$305,285.00	\$0.00	\$100,120.00	\$0.00

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management

Agency: Pima County

DI20-002265

Contract Period: 07/01/2020 - 06/30/2021

1. PERSONNEL

Number of	FTE		Total Salary for the	Total	TOTAL	0%	0%	0%	0%	0%
Positions	Level	Position Title	Contract Period	Service	DES service	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
				Cost	COST	CMG-CAP-LIH	CMG-CAP-A16	CMG-CAP-SBG	CMG-CAP-TNF	CMG-CAP-NHN
						COST	COST	COST	Cost	Cost
1	1	Acctg Sup Spec	\$34,707.00	\$23,601.00	\$23,601.00	\$23,601.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1	Acctg Sup Spec	\$31,892.00	\$23,919.00	\$23,919.00	\$23,919.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1	Admin Support Specialist	\$44,222.00	\$884.00	\$884.00	\$884.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1	CS Manager	\$63,125.00	\$22,094.00	\$22,094.00	\$9,469.00	\$3,156.00	\$0.00	\$9,469.00	\$0.00
1	1	Program Coordinator	\$50,689.00	\$25,345.00	\$25,345.00	\$20,276.00	\$5,069.00	\$0.00	\$0.00	\$0.00
1	1	Program Coordinator	\$50,689.00	\$47,648.00	\$28,893.00	\$5,069.00	\$5,069.00	\$0.00	\$18,755.00	\$0.00
1	1	Program Manager	\$55,146.00	\$44,117.00	\$44,117.00	\$13,787.00	\$27,573.00	\$0.00	\$2,757.00	\$0.00
1	1	Program Manager	\$55,146.00	\$24,816.00	\$24,816.00	\$24,816.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1	Program Specialist	\$41,140.00	\$22,627.00	\$22,627.00	\$13,576.00	\$4,114.00	\$0.00	\$4,937.00	\$0.00
1	1	Program Specialist	\$41,140.00	\$22,627.00	\$22,627.00	\$4,114.00	\$16,456.00	\$0.00	\$2,057.00	\$0.00

TOTAL PERSONNEL	\$257,678.00	\$238,923.00	\$139,511.00	\$61,437.00	\$0.00	\$37,975.00	\$0.00
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2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	Total	TOTAL	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
		Service	COST	COST	COST	COST	COST	COST
		Cost						
FICA; Unemploymnt Ins; Heath Ins; Workers' Comp		\$90,791.00	\$90,791.00	\$53,014.00	\$23,346.00	\$0.00	\$14,431.00	\$0.00
Life Ins; Empr Pd fees; Retirement; Dental Ins	38.00%							

TOTAL EMPLOYEE RELATED EXPENSES	\$90,791.00	\$90,791.00	\$53,014.00	\$23,346.00	\$0.00	\$14,431.00	\$0.00
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3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	Total	TOTAL	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
		Service	COST	COST	COST	COST	COST	COST
		Cost						
Case Management to be contracted		\$48,207.00	\$48,207.00	\$27,668.00		\$0.00	\$20,539.00	\$0.00

TOTAL PROFESSIONAL AND OUTSIDE SERVICES	\$48,207.00	\$27,668.00	\$0.00	\$0.00	\$20,539.00	\$0.00
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4. TRAVEL

ITEM	BASIS	Total	TOTAL	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
		Service	COST	COST	COST	COST	COST	COST
		Cost						
Motor Pool	25 X 120 Mo	\$300.00	\$300.00	\$300.00		\$0.00	\$0.00	\$0.00
NEUAC Conference	2 staff regis, hotel, airfare & per diem	\$4,000.00	\$4,000.00	\$4,000.00		\$0.00	\$0.00	\$0.00
Training	as need, new staff training	\$1,810.00	\$1,810.00	\$1,500.00		\$0.00	\$310.00	\$0.00
AZ Utility Partners meeting	one time	\$250.00	\$250.00	\$250.00		\$0.00	\$0.00	\$0.00

TOTAL TRAVEL	\$6,360.00	\$6,050.00	\$0.00	\$0.00	\$310.00	\$0.00
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5. SPACE

ITEM	BASIS	Total	TOTAL	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
		Service	COST	COST	COST	COST	COST	COST
		Cost						
Space Cost		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00

TOTAL SPACE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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6. EQUIPMENT

ITEM	BASIS	Total	TOTAL	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
		Service	COST	COST	COST	COST	COST	COST
		Cost						
			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00

TOTAL EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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7. MATERIALS AND SUPPLIES

ITEM	BASIS	Total	TOTAL	LIHEAP	LIHEAP A16	SSBG	TANF	NHN
		Service	COST	COST	COST	COST	COST	COST
		Cost						

Office Supplies	\$150/mo x 12 mos	\$1,800.00	\$1,800.00	\$1,800.00		\$0.00	\$0.00	\$0.00
Software-ISF Charges	TeamUp scheduling software	\$1,200.00	\$1,200.00	\$1,200.00		\$0.00	\$0.00	\$0.00
Small Equipment		\$859.00	\$859.00	\$400.00		\$0.00	\$459.00	\$0.00
Postage		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Printing/Duplicating	nominal, as needed	\$286.00	\$286.00	\$286.00		\$0.00	\$0.00	\$0.00
Printing Energy Education Literature		\$2,400.00	\$2,400.00	\$0.00	\$2,400.00	\$0.00	\$0.00	\$0.00
Materials for resource fairs	Shirts, tablecloths, signs, materials	\$1,300.00	\$1,300.00	\$1,300.00		\$0.00	\$0.00	\$0.00
TOTAL MATERIALS AND SUPPLIES		\$7,845.00	\$7,845.00	\$4,986.00	\$2,400.00	\$0.00	\$459.00	\$0.00

8. OPERATING SERVICES		Total Service Cost	TOTAL COST	LIHEAP COST	LIHEAP A16 COST	SSBG COST	TANF COST	NHN COST
ITEM	BASIS							
Telephone	\$75/mo x 12 mos	\$900.00	\$900.00	\$900.00		\$0.00	\$0.00	\$0.00
Comp Equip R & M		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Other Prof Svcs		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Dues/Memberships	contingency for increased dues' rates	\$500.00	\$500.00	\$500.00		\$0.00	\$0.00	\$0.00
TOTAL OPERATING EXPENSES		\$1,400.00	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00

9 INDIRECT COSTS		Total Service Cost	TOTAL COST	LIHEAP COST	LIHEAP A16 COST	SSBG COST	TANF COST	NHN COST
ITEM	BASIS							
N/A	Rate 10% MTDC	\$30,634.00	\$30,634.00	\$23,263.00	N/A	\$0.00	\$7,371.00	
TOTAL INDIRECT COSTS			\$30,634.00	\$23,263.00	\$0.00	\$0.00	\$7,371.00	\$0.00

10 SUBTOTAL ADMIN COST			\$424,160.00	\$255,892.00	\$87,183.00	\$0.00	\$81,085.00	\$0.00
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11. VOUCHERS		Total Service Cost	TOTAL COST	LIHEAP COST	LIHEAP A16 COST	SSBG COST	TANF COST	NHN COST
ITEM								
TANF - 49		\$359,360.00	\$359,360.00	\$0.00		\$0.00	\$359,360.00	\$0.00
L HEAP - 77		\$2,962,599.00	\$2,962,599.00	\$2,962,599.00		\$0.00	\$0.00	\$0.00
NHN - 70		\$6,210.00	\$6,210.00	\$0.00		\$0.00	\$0.00	\$6,210.00
TOTAL VOUCHERS			\$3,328,169.00	\$2,962,599.00	\$0.00	\$0.00	\$359,360.00	\$6,210.00

12. TOTAL SERVICE COST/DES TOTAL COST		\$3,752,329.00	\$3,218,491.00	\$87,183.00	\$0.00	\$440,445.00	\$6,210.00
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REVENUE SOURCES						
DES - DAAS	\$3,752,329.00	\$3,218,491.00	\$87,183.00	\$0.00	\$440,445.00	\$6,210.00

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services

Contract Period: 07/01/2020 - 06/30/2021

Agency: Pima County DI20-002265

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	Total Service COST	TOTAL DES service COST	100% CSBG COST	0% CSBG-DSC COST	0% CSBG-EMG Cost
1	1.00	Acctg Sup Spec	\$34,707.00	\$6,247.00	\$6,247.00	\$6,247.00	\$0.00	\$0.00
1	1.00	Acctg Sup Spec	\$31,892.00	\$7,973.00	\$7,973.00	\$7,973.00	\$0.00	\$0.00
1	1.00	Admin Supp Specialist	\$44,222.00	\$884.00	\$884.00	\$884.00	\$0.00	\$0.00
1	1.00	CS Manager	\$63,125.00	\$32,825.00	\$32,825.00	\$32,825.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$37,623.00	\$11,287.00	\$11,287.00	\$11,287.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$32,901.00	\$9,870.00	\$9,870.00	\$9,870.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$34,154.00	\$10,246.00	\$10,246.00	\$10,246.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$32,261.00	\$9,678.00	\$9,678.00	\$9,678.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$32,261.00	\$9,678.00	\$9,678.00	\$9,678.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$32,901.00	\$658.00	\$658.00	\$658.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$37,615.00	\$752.00	\$752.00	\$752.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$39,102.00	\$782.00	\$782.00	\$782.00	\$0.00	\$0.00
1	1.00	Intake Specialist	\$32,261.00	\$9,678.00	\$9,678.00	\$9,678.00	\$0.00	\$0.00
1	1.00	Program Coordinator	\$50,689.00	\$25,345.00	\$25,345.00	\$25,345.00	\$0.00	\$0.00
1	1.00	Program Coordinator	\$50,689.00	\$21,796.00	\$21,796.00	\$21,796.00	\$0.00	\$0.00
1	1.00	Program Manager-New	\$55,146.00	\$11,029.00	\$11,029.00	\$11,029.00	\$0.00	\$0.00
1	1.00	Program Specialist	\$41,140.00	\$18,513.00	\$18,513.00	\$18,513.00	\$0.00	\$0.00
1	1.00	Program Specialist	\$41,140.00	\$18,513.00	\$18,513.00	\$18,513.00	\$0.00	\$0.00

TOTAL PERSONNEL	\$205,754.00	\$205,754.00	\$205,754.00	\$0.00	\$0.00
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2. EMPLOYEE RELATED EXPENSES

ITEM

BASIS

FICA; Unemploymnt Ins; Health Ins; Workers' Comp
Life Ins; Empr Pd fees; Retirement; Dental Ins

38.00%

Total
Service
COST

TOTAL
DES service
COST

CSBG
COST

CSBG-DSC
COST

CSBG-EMG
Cost

\$78,187.00

\$78,187.00

\$78,187.00

\$0.00

\$0.00

TOTAL EMPLOYEE RELATED EXPENSES	\$78,187.00	\$78,187.00	\$78,187.00	\$0.00	\$0.00
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3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM

BASIS

Current Amount to be contracted

TBD

Total
Service
COST

TOTAL
DES service
COST

CSBG
COST

CSBG-DSC
COST

CSBG-EMG
Cost

\$200,144.00

\$200,144.00

\$200,144.00

\$0.00

\$0.00

TOTAL PROFESSIONAL AND OUTSIDE SERVICES	\$200,144.00	\$200,144.00	\$200,144.00	\$0.00	\$0.00
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4. TRAVEL

ITEM

BASIS

Motor Pool Allocation

\$150 /mo x 12 mos.

Hotel, Per Dien, In State Conference

14 staff, 7 CAA Board members

Vehicles for conferences

4 vehicles

Total
Service
COST

TOTAL
DES service
COST

CSBG
COST

CSBG-DSC
COST

CSBG-EMG
Cost

\$1,800.00

\$1,800.00

\$1,800.00

\$0.00

\$0.00

\$10,000.00

\$10,000.00

\$10,000.00

\$0.00

\$0.00

\$1,500.00

\$1,500.00

\$1,500.00

\$0.00

\$0.00

	Training	as needed, new staff training	\$500.00	\$500.00	\$500.00	\$0.00	\$0.00
	Out-of State Training	1 staff x 1 Out of State conferences	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
	CAP Training August 2020 Conference	Regis, airfare, lodging, meals, local travel-2 staff	\$4,600.00	\$4,600.00	\$4,600.00	\$0.00	\$0.00
TOTAL TRAVEL			\$19,900.00	\$19,900.00	\$19,900.00	\$0.00	\$0.00
5.	<u>SPACE</u>		Total Service COST	TOTAL DES service COST	CSBG COST	CSBG-DSC COST	CSBG-EMG Cost
	ITEM	BASIS					
	Space Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SPACE			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.	<u>EQUIPMENT</u>		Total Service COST	TOTAL DES service COST	CSBG COST	CSBG-DSC COST	CSBG-EMG Cost
	ITEM	BASIS					
TOTAL EQUIPMENT			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.	<u>MATERIALS AND SUPPLIES</u>		Total Service COST	TOTAL DES service COST	CSBG COST	CSBG-DSC COST	CSBG-EMG Cost
	ITEM	BASIS					
	Office Supplies	\$200/mo x 12 mos	\$2,400.00	\$2,400.00	\$2,400.00	\$0.00	\$0.00
	Tools & Equipment under \$1,000	nominal, as needed	\$750.00	\$750.00	\$750.00	\$0.00	\$0.00
	Postage	\$400/mo x 12 mos	\$4,800.00	\$4,800.00	\$4,800.00	\$0.00	\$0.00
	Printing/Duplicating	nominal, as needed	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
	Materials for resource fairs-5 fairs annually	Shirts, tablecloths, misc supplies	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00
TOTAL MATERIALS AND SUPPLIES			\$11,700.00	\$11,700.00	\$11,700.00	\$0.00	\$0.00
8.	<u>OPERATING SERVICES</u>		Total Service COST	TOTAL DES service COST	CSBG COST	CSBG-DSC COST	CSBG-EMG Cost
	ITEM	BASIS					
	Books & Subscriptions		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Telephone/Internet	\$225/mo x 12 mos	\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$0.00
	Legal Notices	(RFP no ice in 1 Tuscon newspaper)	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00
	Dues/Memberships	NACAA @ \$1075; ACAA @ \$300; Region 9 \$700	\$2,075.00	\$2,075.00	\$2,075.00	\$0.00	\$0.00
	Investigative Svcs	\$77/ea x +6 (fingerprint cards)	\$462.00	\$462.00	\$462.00	\$0.00	\$0.00
	Other Prof Svcs-security		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	R & M Machinery & Equip	copier maint	\$309.00	\$309.00	\$309.00	\$0.00	\$0.00
TOTAL OPERATING EXPENSES			\$5,646.00	\$5,646.00	\$5,646.00	\$0.00	\$0.00
9	<u>INDIRECT COSTS</u>		Total Service COST	TOTAL DES service COST	CSBG COST	CSBG-DSC COST	CSBG-EMG Cost
	ITEM	BASIS					
	Indirect costs	Rate 10% MTDC	\$52,133.00	\$52,133.00	\$52,133.00		
TOTAL INDIRECT COSTS				\$52,133.00	\$52,133.00	\$0.00	\$0.00
10	SUBTOTAL ADMIN COST			\$573,464.00	\$573,464.00	\$0.00	\$0.00

11.	<u>Program Costs</u>					
	ITEM	Total Service COST	TOTAL DES service COST	CSBG COST	CSBG-DSC COST	CSBG-EMG Cost
	Direct Assistance	\$242,000.00	\$242,000.00	\$242,000.00	\$0.00	\$0.00
	TOTAL program cost	\$242,000.00	\$242,000.00	\$242,000.00	\$0.00	\$0.00
12.	TOTAL SERVICE COST/DES TOTAL COST:		\$815,464.00	\$815,464.00	\$0.00	\$0.00
		REVENUE SOURCES:				
		DES - DAAS	\$815,464.00	\$815,464.00	\$0.00	\$0.00
		TOTAL REVENUE:	\$815,464.00	\$815,464.00	\$0.00	\$0.00

- ☐ **Contract Inception**
- ☐ **Annual Inventory**
- ☐ **End-of-Contract Inventory**

CONTRACTOR'S EQUIPMENT LIST

(Capital and Stewardship Equipment Items)

Page _____ of _____

CONTRACTOR'S NAME (Legal name and DBA "doing business as" name)	FEI/SSN	MAILING ADDRESS (P.O. Box or No., Street, City, State, ZIP)
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PHONE NO.	DES CONTRACT NO.	CONTRACT BEGIN DATE	CONTRACT END DATE	INVENTORY DATE

[illegible]

CONTRACTOR'S NAME <i>(Printed)</i>	TITLE	CONTRACTOR'S SIGNATURE	DATE SIGNED
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DES CONTRACT NOTICES PERSON'S NAME <i>(Printed)</i>	DES CONTRACT NOTICES PERSON'S SIGNATURE	PHONE NO.	DES PROGRAM	MAIL DROP	DATE SIGNED
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Completion Instructions for FES-1000AFOREFF
CONTRACTOR'S EQUIPMENT LIST
(Capital and Stewardship Equipment Items)

A. Purpose.

To facilitate the inventory control of capital and stewardship equipment purchased with Department contract funds.

B. Completion.

The following sections must be completed by the contractor within 30 days of acquisition of equipment purchased with contract funds and annually thereafter until the contract's termination. At the contract's conclusion date, an end-of-contract inventory is completed. ALL INFORMATION IS TO BE TYPED. All items are self-explanatory except:

CONTRACTOR'S NAME. Enter legal name and DBA (*doing business as*) name.

FEI OR SSN. Enter the federal employer identification number or social security number as applicable.

DES CONTRACT NO. Enter the contract number through which the equipment was purchased or acquired.

INVENTORY DATE. Enter the date form is prepared.

ITEM DESCRIPTION. Enter the type of item and model number.

ACQUISITION DATE. Enter the acquisition date of purchased equipment item.

PHYSICAL LOCATION. Enter the address where the equipment is located. Do not use a "P.O. Box" designation.

TOTAL ITEM COST. Enter the total cost of the equipment item.

DES CONTRACT COST. Enter the amount of contract funds used to acquire the item.

CONTRACTOR'S SIGNATURE. The individual delegated authority for the inventory control must sign the form.

Shaded area is to be completed by DES staff.

C. Routing.

The contractor submits the form to the DES Program Division/Administration Contract Unit within 30 days of the acquisition of the item and annually thereafter.

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.