

CITY CLERK ORIGINAL

C-10197
08/13/2015



Arizona Community Action Association
Advocating, Educating and Partnering to Prevent and Alleviate Poverty

INDEPENDENT CONTRACTOR AGREEMENT

2015-16 Utility Assistance Programs

Contract No. 07012015-16

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between City of Glendale, an Arizona municipal corporation, through its Community Action Program (hereinafter "City") and The Arizona Community Action Association, Inc., an Arizona non-profit corporation (hereinafter "ACAA").

RECITALS:

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

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

C. ACAA desires to subcontract with City to obtain assistance with fulfilling ACAA's obligations under the Program Documents and City desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the Agreement is \$59,941.00.**

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

1. Services and Programs.

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

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

Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

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

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	\$20,688.96	\$1,799.04	\$22,488.00	Utility/Appliance Repair or Replacement Utility Deposit	Refer to Exhibit A: Utility Repair Replacement Deposit Policy Manual SFY 2016 Refer to Exhibit B: Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) ***** City makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) Low Income Bill Assistance Program	\$5,000.00	\$0	\$5,000.00	Utility assistance for SWG customers	Refer to Exhibit C: SWG Bill Low Income Bill Assistance Guidelines. No more than twenty-five percent (25%) of total allocation can be used for deposits. Of City's total allocation, \$1,250.00 can be used for deposits. ***** City makes guarantees and payments to SWG. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF)	\$6,725.70	\$747.30	\$7,473.00	Utility assistance and deposits	Refer to Exhibit D: ACAA Home Energy Assistance Fund SFY-2016 Policy Manual ***** City makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Arizona Public Service (APS) Crisis Bill Assistance Program	\$13,500.00	\$1,500.00	\$15,000.00	Utility assistance for APS customers	Refer to Exhibit E: APS Crisis Bill Assistance Program Summary ***** City makes guarantees and payments to APS. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Salt River Project (SRP) Bill Assistance Program	\$8,982.00	\$998.00	\$9,980.00	Utility assistance and deposits for SRP customers only (including M-Power customers)	Refer to Exhibit F: SRP Bill Assistance Program Summary Refer to Exhibit G: Federal Poverty Guidelines Refer to Exhibit H: Arizona Dept. of Econ. Security Division of Aging and Adult Services – Community Services Low Income Home Energy Assistance Program Monthly 60% State Median Income (applies to SRP Bill Assistance Program only). ***** City makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	\$54,896.66	\$5,044.34	\$59,941.00		

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

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

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

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to Section 2.2, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2015** (the "Effective Date") and ending on **June 30, 2016**.

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

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

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to City. Not later than the 15th day of each month, City will submit an invoice to ACAA for all services City performed during the prior month as required by Section 4. ACAA will endeavor to review City's invoices and give notice to City of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of City's invoice to the applicable Fund Sources. City acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to City.

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

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

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

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

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

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

3.8 Insurance.

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

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

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

1. *Commercial General Liability – Occurrence Form*

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

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

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

2. *Automobile Liability*

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

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

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

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

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

a. The policy shall contain a waiver of subrogation against ACAA and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the City.

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

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

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

3.8.7 City shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this

Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

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

3.8.9 In the event a contractor is a public entity, then the insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. Compliance with Terms of Funding. City acknowledges that City's services will be part of the programs funded by the Funding Sources listed in Section 1 pursuant to the Program Documents. City agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A through H* and any written policies and procedures that ACAA may send to City from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. City agrees to cooperate with ACAA in preparing these reports. In addition, City shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). City will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 City's Obligation of Confidentiality. City recognizes that as a result of this Agreement and City's performance of services hereunder City will have access to confidential information ("Confidential Information"). Subject to the requirements of A.R.S. §§ 39-21 *et seq.* and 41-1350, as amended, City will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. City agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this Section 5 for the benefit of ACAA. City agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. City agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, City. Any such non-compliance will constitute a breach of this Agreement by City.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to City, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the

public prior to disclosure to City; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by City from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, City will not be deemed in violation of this Agreement in the event City discloses Confidential Information in response to a duly issued court order or subpoena if City provides prompt advance notice thereof to ACAA or if City discloses data regarding applicants for assistance and program participants to the extent required by City's reporting obligations under other agreements pursuant to which City receives funding.

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

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

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

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

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

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

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

13. **Immigration Law Compliance.**

13.1 ACAA, and on behalf of any sub-contractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.

13.2 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

13.3 City retains the legal right to inspect the papers of the ACAA or their employees who perform work under this Agreement to ensure that the ACAA are compliant with the warranty under this Section.

13.4 City may conduct random inspections, and upon request of the City, ACAA shall provide copies of papers and records demonstrating continued compliance with the warranty under this Section. ACAA agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purpose of enforcement of this Section.

13.5 ACAA agrees to incorporate into any subcontracts; the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. ACAA also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

13.6 ACAA's warranty and obligations to the City under this Section are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

13.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security Administration, or the successor program.

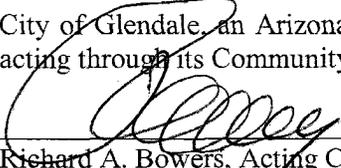
14. **Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

[Signature page follows]

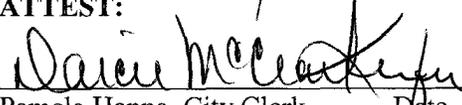
IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

"CITY"

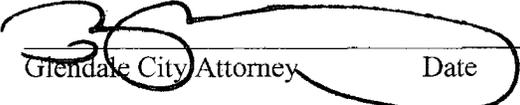
City of Glendale, an Arizona municipal corporation acting through its Community Action Program

 8/13/15
Richard A. Bowers, Acting City Manager Date

ATTEST:


Pamela Hanna, City Clerk Date

APPROVED AS TO FORM:


Glendale City Attorney Date

Address:

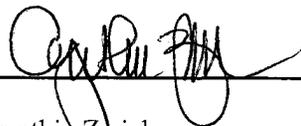
Dick Bowers, Acting City Manager
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

With a copy to:

Glendale City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

"ACAA"

The Arizona Community Action Association, Inc., an Arizona non-profit corporation

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: JUN 28, 2015

Address:

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



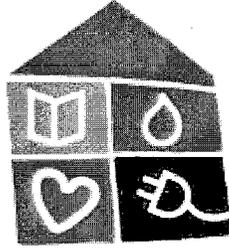
Arizona Community Action Association

Advocating, Educating and Partnering to Prevent and Alleviate Poverty

List of Attached Exhibits:

- Exhibit A Utility Repair, Replacement and Deposit Policy Manual SFY 2016
- Exhibit B Instructions for Verifying Citizenship and Non-Citizen
Legal Permanent Resident Status
- Exhibit C Southwest Gas Low Income Bill Assistance Guidelines
- Exhibit D Arizona Community Action Association Home Energy Assistance Fund
SFY-2016 Policy Manual
- Exhibit E Arizona Public Service Crisis Bill Assistance Program Summary
- Exhibit F Salt River Project Bill Assistance Program Summary
- Exhibit G Federal Poverty Income Guidelines effective July 1, 2015 –
June 30, 2016
- Exhibit H Arizona Dept. of Economic Security: Monthly 60% State
Median Income SMI (July. 1, 2015 – June 30, 2016)

Exhibit A



Home Energy
Assistance Fund
Aid. Educate. Conserve.

**UTILITY REPAIR REPLACEMENT DEPOSIT
(URRD)**

POLICY MANUAL SFY 2016
Effective: July 1, 2015 – June 30, 2016

Table of Contents

A.	Purpose of the Program	3
B.	Types of Assistance	3
C.	Guidelines for Replacement	3
D.	Elements of Eligibility	4
E.	Income Guidelines	5
F.	Application Form	6
G.	Interview Process	6
H.	Verification, Documentation And Declaratory Statements	6
I.	Case File	7
J.	Crisis Reason	7
K.	Persons Included in the Household	7
L.	Referrals	7
M.	Policy Changes & Clarifications	8
N.	Monitoring Process	8
O.	Cooperation	8

A. PURPOSE OF THE PROGRAM

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

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

B. TYPES OF ASSISTANCE

1. Deposits for Utility Services:
Electric
Gas
Water
Telephone
2. Repairs to existing utility-related appliances or systems.
3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

NOTE: The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.

C. GUIDELINES FOR REPAIR/REPLACEMENT*

1. Eligible Appliances

Water Heaters
Cooking Stoves
Microwaves
Furnaces
Air Conditioners
Telephone
Evaporative Coolers
Refrigerators
Washers/Dryers

Ineligible Appliances

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

***Replacement of appliance(s) must have Energy Efficient Star Rating.**

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

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, or when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

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

D. **ELEMENTS OF ELIGIBILITY - URRD**

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

Citizenship Verification Requirements

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

E. INCOME GUIDELINES

A household's total gross countable income shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

2015-16 FEDERAL POVERTY INCOME GUIDELINES	
MONTHLY INCOME	
FAMILY SIZE	200% OF POVERTY
1	\$1,962
2	\$2,655
3	\$3,348
4	\$4,042
5	\$4,735
6	\$5,428
7	\$6,122
8	\$6,815
For Each Additional Household Member Add:	\$693

Figures derived from information dated Thursday, January 22, 2015 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

NOTE: Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

F. APPLICATION FORM

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

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

1. EN005 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

G. INTERVIEW PROCESS

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

I. **CASE FILE**

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that repairs or replacements have been made and/or completed.**

J. **CRISIS REASON**

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

K. **PERSONS INCLUDED IN THE HOUSEHOLD**

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

Note: Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders as **all income for roommates is counted.**

L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

M. POLICY CHANGES & CLARIFICATIONS

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

N. MONITORING PROCESS

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

O. COOPERATION

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

EXHIBIT B

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

Definition of U.S. Citizenship

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

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

Verification of U.S. Citizenship

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

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

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

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

Approved Documentation

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

A. Primary-Verification Documents

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

B. Secondary – Verification Documents

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its Territories or Possessions.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories or Possessions.
4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976.
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption Service Provider containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. Primary or Secondary Documents Are Not Available

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

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth (For children under age 16 the documents must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).)
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). (The documentation **CANNOT** be expired.)
5. Verification from the Social Security Administration, e.g. award letter
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office

7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers - When verifying military service criteria, the following apply:
 - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
 - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
 - A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
 - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant
14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs
19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.)

D. Primary or Secondary Documents Not Obtainable

When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

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

Acceptable Copies

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

Verification of Qualified Non-Citizens

Qualified Non-Citizen Categories

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

A. Lawful Permanent Resident (LPR)

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

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

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

- 1) I-551- Resident Alien Card (Eligible for Benefits)
- 2) I-151- Alien Registration Receipt Card (Eligible for Benefits)

3) I-194- or unexpired passport with the words: Processed for I-551

Temporary Evidence of Lawful Permanent Residence. Valid Until (Date)
With the following Stamp/Annotations of Law

- 1) Adjustment Admission Stamp - Eligible when any of the following sections of law are indicated:
203(a)(7); 207;208;212(d)(5); 243(h)(with a PRUCOL determination)
- 2) Non-Specific Admission Stamp -Eligible when the form is noted with an I- 551 eligible status code
- 3) Parole Admission Stamp - Eligible when the period of parole is for at least one year as verified on the stamp
- 4) Replacement Admission Stamp - Eligible when the stamp displays an I-551 eligible Status Code
- 5) Temporary I-551 Admission Stamp - Eligible when the key phrase reads one of the following:
 - a) "Admission for Permanent Residence at: "D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8,

b) Asylee

An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.

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

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

➤ I-94 with one of the following:

A stamp showing grant of asylum under Section 208 of the INA to include:

- A. AS1 - Eligible for benefits
- B. AS2 - Eligible for benefits
- C. AS3V92 - Eligible for benefits

Refugee or Amerasian

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

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

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

Victim of Human Trafficking

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

- **I-94- with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5)**
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

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

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the parole is for at least one year. These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

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

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

Non-Citizen Legal Resident Whose Deportation Is Withheld

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

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

I-94 -with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA (Eligible for Benefits)
- Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

Cuban or Haitian Entrant

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

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

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

Conditional Entrant

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

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

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

Abused or Battered Non-Citizen

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The Service Provider staff must inform the Abused or Battered applicant of the following:

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

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

In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

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

Indefinite Detainee

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

Military Connection

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

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

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

When verifying military service criteria, the following apply:

3. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
4. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used

5. Only full-time Air Force, Army, Navy, Marine or Coast Guard is eligible

6. Any Reserve or National Guard duty is excluded

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

Non-Citizen Alien Identification Cards

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

I. Alien Identification Cards

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

1. I-94 Arrival/Departure Record

2. POTENTIALLY ELIGIBLE depending on the following:

- I-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number

a. I-94 Parole Edition

POTENTIALLY ELIGIBLE depending on the following:

I-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-151 Alien Registration Card

POTENTIALLY ELIGIBLE -The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.

Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

c. I-551 Permanent Resident Card

d. Visa Stamps in Foreign Passports- Eligible when all of the following occur:

I. The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".

II. Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

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

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

Affidavit That Document(s) Is/Are True

An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on this document during the verification process is/are true.

1. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
2. Eligible applicants are exempt from providing an affidavit only if they are **60 years of age or older**, if they are **Tribal Members** or if they are **disabled or have an incapacity of the body or mind** which makes them unable to supply such affirmation.
3. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also:

A. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

Determining Non-citizen Status

To determine non-citizen status, complete the following:

1. Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.
2. When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

3. A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:
4. Voluntarily self-declare that they are residing in the U.S. illegally or
5. Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.
6. When either of these occurs, follow your Service Provider's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

Non-Qualified Non-Citizens

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

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

Ineligible Alien ID Cards

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

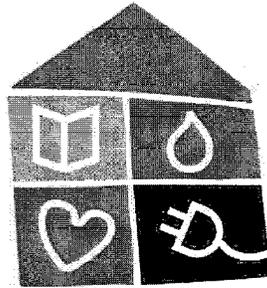
- 1) Any alien ID cards that are expired.
- 2) I-181a Memorandum of creation of record of lawful permanent residence
- 3) I-184 Alien crewman landing permit and identification card
- 4) I-185 Non-resident alien Canadian border crossing card
- 5) I-186 Non-resident alien Mexican border crossing card
- 6) I-444- Mexican border visitor permit
- 7) I-586 Non-resident alien border crossing card
- 8) I-688 Employment authorization
- 9) I-688A Employment authorization document
- 10) I-688B Employment authorization document
- 11) I-689 Fee receipt
- 12) I-766 Employment authorization document
- 13) Non-resident border crossing card

EXHIBIT C

SOUTHWEST GAS LOW INCOME ENERGY CONSERVATION BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY	Southwest Gas utility bills (including deposits) for income-qualified customers in crisis situations.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. The customer may receive a credit if, in the case manager's discretion, the customer would benefit from such a credit to their account. This in no way implies that every customer would be eligible for and/or receive the full amount available or a credit on the account, only when circumstances warrant.</p> <p>This is intended to provide customers with increased assistance, as necessary, and may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall they might have trouble paying. By crediting them in the spring/summer months, this can allow them to avoid such fees.</p> <p>Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives \$6,000 you are allowed to use only \$1,500 for deposits and the rest (\$4,500) on utility usage.</p>
SERVICE CODES:	UTA /UDE
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	<p>Client must have the Southwest Gas account in their name or apply for assistance by named proxy.</p> <p>Households must be at or below 150% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS REASONS:	<ol style="list-style-type: none">1. Sudden loss of income2. Unexpected expense3. Health and safety
RECORD KEEPING:	<ol style="list-style-type: none">1. Household information (including number in household)2. Most recent Southwest Gas bill.3. Income verification for the most recent 30 days including application date.4. Explanation (only) of crisis documented on the application5. Identify if amount granted is for deposit or utility usage.

Exhibit D



**Home Energy
Assistance Fund**
Aid. Educate. Conserve.

**Arizona Community Action Association
Home Energy Assistance Fund
SFY-2016**

Policy Manual

July 1, 2015 – June 30, 2016

Table of Contents

Mission	1
Purpose and Principles	1
Household Eligibility.....	1
An Eligible Applicant	1
Relatives of Applicants	1
Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants.....	1
Services to Native Americans Living on Reservation	2
Income Eligibility	2
Utility Status	2
Definition of Crisis	2
Sincere Effort to Pay	2
Housing Status	2
Energy Burden.....	3
Grants Approvals.....	3
Grant Amounts	3
MPower® and Other Prepay Energy Sources	3
Grant Frequency	4
Assistance Available	4
Multiple Accounts.....	4
Grants pay for:	4
Account arrearages	4
Security Deposit	5
Current Account Charges	5
Late Fees	5
Service Establishment and Reconnect Fees	5
Decision Notice	5
Other Utility Assistance Programs.....	5
Payments Made to Ineligible Households	5
Fraudulent Information	5
Determining Household Income	5
Countable Income	5
Sources of countable income:.....	5
Excluded Income	6
Individuals Whose Income Must Be Counted	6
Individuals Whose Income Will Not Be Counted	6
Household Members	6
2015 – 2016 Federal Poverty Income Guidelines.....	7
Determining Household Energy Burdens.....	7
Verification and Documentation.....	8
Maintaining Client Records.....	8
Policy Changes and Clarifications.....	8
Monitoring Process	9

Cooperation.....	9
Confidentiality.....	9
Non Discrimination Policy.....	9
Appeals Policy.....	10
Glossary of Terms.....	11

Mission

The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.

Purpose and Principles

The ACAA Home Energy Assistance Fund, also referred to as the “Fund”, has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a “hand up” not a “hand out”;
- Empower administering agencies with the discretion to assist families as needed.

Household Eligibility

An Eligible Applicant

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver’s license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

Relatives of Applicants

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

Services to Native Americans Living on Reservation

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

Income Eligibility

Household income level will be limited to 200% FPIG¹. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

Utility Status

Applicants with a delinquent account², a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

Definition of Crisis

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons³:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

Sincere Effort to Pay

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

Housing Status

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided⁴.

¹ Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

² An account that is one or more days past due and current charges are eligible

³ Refer to the Glossary of Terms for detailed examples of crisis reasons

Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

Grants Approvals

Grant Amounts

The total assistance possible is a maximum of \$500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days.** The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed \$500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden⁵. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds \$500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

⁴ Evidence may include a copy of the lease or a note from the landlord.

⁵ Forward balance cannot not exceed 150% of the current energy burden.

Example 1:

MPower customer

Back balance = \$150

30 day need = \$100

Payback percentage required by SRP: 40%

Total grant: \$250

The case log must note that \$150 is earmarked for balance payoff. Otherwise, the \$250 will automatically be posted with 60% going to purchase (\$150) and 40% going to payoff (\$100), leaving \$50 in arrears.

Example 2

Back balance = \$700

30 day need = \$120

Payback percentage: 40%

Total grant: \$500

Case log should note that \$120 goes to present purchase with remaining \$320 to be applied to back balance. Otherwise, the \$500 will automatically be posted with 60% going to purchase (\$300) and 40% going to payoff (\$200).

Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis⁶.

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)⁷.

⁶ For example a gas and electric account

⁷ Exceptions may apply to clients with M-Power utility accounts

Security Deposit

Security deposits will be made only in the name of the adult in the household.

Current Account Charges**Late Fees****Service Establishment and Reconnect Fees****Decision Notice**

The Agency will provide written notice to the applicant of approval and/or denial of assistance. The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

Other Utility Assistance Programs

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

Payments Made to Ineligible Households

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

Fraudulent Information

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

Determining Household Income**Countable Income**

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended⁸. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

- A. Earned Income: employment, self employment⁹
- B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

⁸ A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

⁹ Net income will be counted (Gross income less business related expenses)

- C. Pensions
- D. Worker's Compensation
- E. Child Support
- F. Work Study
- G. Other Unearned Income: rental income, and endowments or legal settlements.
- H. Indian Gaming Commissions

Excluded Income

- A. Food Stamps
- B. Medicare
- C. WIC
- D. AmeriCorps Stipend
- E. Earned income of a child that is 16 or 17 years of age and is a full time student
- F. Earned income of a child under 16 years of age
- G. Cash gifts
- H. Insurance Payments
- I. IDA Accounts

Individuals Whose Income Must Be Counted

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time**, will be counted.

Individuals Whose Income Will Not Be Counted

- A. Income for persons ages 16 and 17 who attend school full time is not counted.
- B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

Household Members

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"¹⁰. Roommates' income is treated as one household entity¹¹. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

¹⁰ Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

¹¹ Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

2015- 2016 Federal Poverty Income Guidelines

Effective July 1, 2015 – June 30, 2016

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty	150%	200%
Household size		
1	\$1,471	\$1,962
2	\$1,991	\$2,655
3	\$2,511	\$3,348
4	\$3,031	\$4,042
5	\$3,551	\$4,735
6	\$4,071	\$5,428
7	\$4,591	\$6,122
8	\$5,111	\$6,815
For each additional member add:	\$520	\$693

Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:

Past 30 days of household income: \$1,000

One-month current electric bill: \$45, one-month current gas bill: \$50 = \$95

$$\$95/\$1,000 = 9.5\% \text{ Energy Burden}$$

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of \$200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of \$200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07

Cost: \$300

Quantity: 100 gallons

Propane receipt 2 dated 4/10/07

Cost: \$250

Quantity: 100 gallons

Date of Application: 7/10/07

Cost per day = \$300 / 90 days = \$3.33

30 day energy cost = \$3.33 * 30 = \$99.99

Household income: \$1,000

30 day energy cost: \$99.99

$\$99.99/\$1,000 = 9.9\%$ Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a \$200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.

Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

Monitoring Process

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

Cooperation

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

Confidentiality

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

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

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

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

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

Non Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

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

Appeals Policy

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

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

Glossary of Terms

Standard Cost

The default cost associated with the utility consumption when the actual cost is not feasible.

Boarder

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

Crisis Reasons

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.
2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.
3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Customer of Record

The name of the person on the utility account.

Delinquent Account

An account that is one or more days past due.

Household

Consists of each person living in the home at the time of application.

Late Fees

Charges imposed by the utility company to the account due to a tardy payment to the account.

Power of Attorney

A legal document authorizing one person to act on behalf of another.

Roommates

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

Examples:

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

Service Reestablishment Fees and Reconnection Fees

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

EXHIBIT E

ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	APS utility bills on client's present address ONLY and must be a customer of record. <u>Cannot pay deposits, reconnect fees or establishment charges.</u> Funds can be used for Prepay purchases or Prepay outstanding balance, or households who are on the Equalizer Program.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. No credit can be given on an account.</p> <p>If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria.</p> <p>If client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.</p>
SERVICE CODES:	UTA
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	<p>Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers.</p> <p>Household income for the most recent 30 days, including the date of application.</p> <p>Households must be at or below 200% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none">1. Application for benefits.2. Most recent APS utility bill.3. Income verification for the most recent 30 days including application date.4. Printed, signed copy of the GMS application.

EXHIBIT F

SALT RIVER PROJECT (SRP) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY	Utility bills that include: disconnect amounts, past due amounts, current charges, and balance from previous SRP address. Funds can be used for M-Power purchases or M-Power with outstanding balance.
MAXIMUM GRANT AMOUNT:	<u>\$600.00.</u> No credit can be given on an account. *If a client is on the Budget Billing Program and shows a credit on account, but is unable to pay budget amount due to a hardship, they are still eligible to receive assistance if they meet eligibility criteria. Also, if client has M-Power and has little to no funds due to a hardship and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Applicant must be a household member; does not have to be the customer of record. Household income for the most recent 30 days, including the date of application, <u>must meet the Arizona Department of Economic Security Division of Aging and Adult Services – Community Services Monthly 60% State Median Income (SMI) guidelines.</u> All income must be verified.
HARDSHIP:	The hardship reason must be documented on the application only.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none">1. Application for benefits.2. Most recent SRP utility bill/for M-Power customers - 30 day usage receipt from SRP3. Income verification for the last 30 days (including date of date of application)

EXHIBIT G

Arizona Community Action Association
 Home Energy Assistance Fund
 Federal Poverty Guidelines
 FY2016 (July 1, 2015 - June 30, 2016)
 Information based on the Federal Register published on January 22, 2015

Percent of Poverty	Household Size										For each additional member add:
	1	2	3	4	5	6	7	8	9	10	
up to 100%	\$736	\$996	\$1,256	\$1,516	\$1,776	\$2,036	\$2,296	\$2,556	\$2,816	\$3,076	\$347
100% Annual	\$981	\$1,328	\$1,674	\$2,021	\$2,368	\$2,714	\$3,061	\$3,408	\$3,754	\$4,101	\$4,160
up to 150%	\$1,226	\$1,659	\$2,093	\$2,526	\$2,959	\$3,393	\$3,826	\$4,259	\$4,693	\$5,126	\$520
150% Annual	\$1,471	\$1,991	\$2,511	\$3,031	\$3,551	\$4,071	\$4,591	\$5,111	\$5,631	\$6,151	\$6,240
up to 200%	\$1,472	\$1,992	\$2,512	\$3,032	\$3,552	\$4,072	\$4,592	\$5,112	\$5,632	\$6,152	\$693
200% Annual	\$1,962	\$2,655	\$3,348	\$4,042	\$4,735	\$5,428	\$6,122	\$6,815	\$7,508	\$8,202	\$8,320
	\$23,540	\$31,860	\$40,180	\$48,500	\$56,820	\$65,140	\$73,460	\$81,780	\$90,100	\$98,420	

updated 4/20/2015

EXHIBIT H

Arizona Department of Economic Security - Division of Aging and Adult Services (DAAS)
Community Services Unit
Low Income Home Energy Assistance Program (LIHEAP)
Monthly 60% State Median Income (SMI) (FOR LIHEAP PROGRAM ONLY)
Effective July 1, 2015 - June 30, 2016

LIHEAP Income Eligibility - Use 60% of State Median Income (SMI) for households sized 6 and under. Use 150% FPG households sized 7 and over.

Number of Household Members >>	Income limits for LIHEAP households sized 6 and under using 60% SMI												For >12 odd
	1	2	3	4	5	6	7	8	9	10	11	12	
Monthly Income	\$1,694	\$2,215	\$2,736	\$3,257	\$3,778	\$4,299	\$4,591	\$5,111	\$5,631	\$6,151	\$6,671	\$7,191	\$520
Annual Income	\$ 20,323	\$ 26,576	\$ 32,830	\$ 39,083	\$ 45,336	\$ 51,589	\$ 55,095	\$ 61,335	\$ 67,575	\$ 73,815	\$ 80,055	\$ 86,295	\$ 6,240
	Income limits for LIHEAP households sized 7 and over (using Federal Poverty Guidelines)												