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C-9992
05/26/15

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the City of Glendale ("Contractor").

JUN 30 '15 PM 2:51

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

WHEREAS the Contractor is duly authorized to execute and administer contracts under Glendale City Charter Article 1, Section 3 and,

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

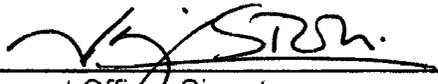
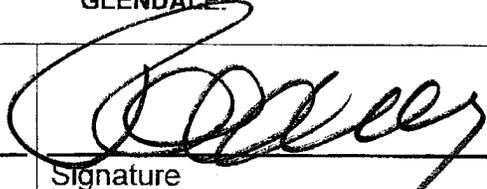
THEREFORE, the ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective July 1, 2015, and shall terminate on June 30, 2020, unless extended in accordance with the Terms and Conditions.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

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

FOR AND ON BEHALF OF THE CITY OF GLENDALE:

	
Procurement Officer Signature	Signature
<u>NAJWA STUCK</u>	<u>Richard A. Bowers</u>
Printed Name	Printed Name
<u>ACTING CPO</u>	<u>Acting City Manager</u>
Title	Title
<u>6/24/15</u>	<u>5/29/15</u>
Date	Date
<u>ADES15-089114</u>	<u>9992</u>
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behm
Assistant Attorney General

By: 
Public Agency Legal Counsel

Date: 6/24/15

Date: 5-27-15

ATTEST:

City Clerk

Scope of Work
Community Action Program Services

1.0 ADES Mission and Vision Statement

- 1.1 **ADES Mission** – The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.
- 1.2 **ADES Vision** – Every child, adult, and family in the state of Arizona will be safe and economically secure.

2.0 Purpose

2.1 **Purpose Statement** – This Contract provides broad-ranging programs and services in rural and urban areas that are intended to pursue the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient.

2.2 **Legal Authority** – Pursuant to Arizona Revised Statutes (A.R.S.) Section §41-1954 (A)(6) provides the Department the authority to Contract and incur obligations within the general scope of its activities and operations subject to the availability of funds, and A.R.S. Section §41-1954 (A) (8), to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.

2.3 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	<p>Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.</p> <p>Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements:</p> <ol style="list-style-type: none"> (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds are distributed only to rural counties. (4) Funds are adjusted for tribes receiving CSBG dollars. <p>Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent of the overall available CSBG funds.</p>
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	<p>Funds are distributed to designated CAAs according to a funding formula that consists of the following elements:</p> <ol style="list-style-type: none"> (1) Number of persons in poverty in the geographic area served. (2) Five percent of the overall funds is distributed only to rural counties. <p>Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent of the overall available TANF funds.</p>

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process. Funding for General Transportation in Coconino, Yavapai, and Navajo Counties.
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and designated LIHEAP Contractors according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and designated NHN according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds is distributed only to rural counties.

2.4 **Definitions** – See Exhibit A, as may be amended.

3.0 **Program Description**

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

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

3.3 **General Transportation** (provided in Coconino, Navajo and Yavapai Counties only) – This service provides or assists in obtaining various types of transportation for specific needs. This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.

4.0 **Notices**

4.1 The Contractor shall email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security
DAAS Contracts Unit
P. O. Box 6123-Site Code 950A
Phoenix, AZ 85005-6123

4.2 The Department will address all correspondence regarding this Contract to the individual(s) identified in the letter of assurances (Attachment 9).

5.0 Reserve

6.0 Administrative Requirements – The Contractor shall:

6.1 Provide services that are culturally relevant and linguistically appropriate to the population served.
6.2 Comply with ADES Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

- 6.2.1 COATES Human Services Reauthorization Act of 1998
- 6.2.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.2.3 Stewart B. McKinney Homeless Assistance Act
- 6.2.4 ARS §46-241 - Short Term Crisis Services
- 6.2.5 ARS §46-701 - Utility Assistance
- 6.2.6 ARS §46-741 - Neighbors Helping Neighbors
- 6.2.7 ARS §46-140.01 - Verification of identity and citizenship and/or immigration status; and ARS §§1-501-1-502, regarding eligibility for federal and state or local public benefits.

6.3 Staffing and Security

- 6.3.1 Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs.
- 6.3.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.3.3 Maintain client/recipient confidential information in a secure location.

6.4 Equipment

- 6.4.1 Communicate with ADES electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other web sites.
- 6.4.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for ADES reports, and to ensure that there is no disruption or degradation of services provided.
- 6.4.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

6.5 Service Provision

- 6.5.1 Provide services directly, as allowed, or through subcontractors.
- 6.5.2 Collect and report required client data.
- 6.5.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
- 6.5.4 Maintain documentation that appropriate case management staff has received training on the requirements of ARS §46-140.01 and ARS §1-501 and 1-502 regarding eligibility for State and local benefits (this does not apply to tribal entities).
- 6.5.5 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
- 6.5.6 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (Attachment 1).

6.6 Networking

- 6.6.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
- 6.6.2 Form local partnerships with community agencies to address the needs of low-income families and individuals.
- 6.6.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
- 6.6.4 Facilitate and participate in education, training, and information seminars, workshops, and conferences.
- 6.6.5 Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.

6.7 Subcontract Related Service Provisions

- 6.7.1 Document all costs associated with provision of Contract services.
- 6.7.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
- 6.7.3 Require that subcontractors are in compliance with applicable administrative directives and forms.
- 6.7.4 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 6.7.5 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor or ADES.
- 6.7.6 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
- 6.7.7 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements and address other identified topic areas.
- 6.7.8 Utilize client grievance procedures, which respond timely and effectively to customer complaints.
- 6.7.9 Develop linkages between the coordinated service delivery system and other community resources.
- 6.7.10 Identify service gaps among client populations and develop and implement services or resources to meet identified needs.
- 6.7.11 Address client barriers to service.
- 6.7.12 Train appropriate personnel in the use and completion of the ADES EN-005 Application for Services form(s) or other ADES approved written or electronic form(s) as may be amended (Exhibit B).

6.8 Monitoring and Evaluation

- 6.8.1 Utilize instruments for monitoring/evaluating subcontractors' performance and compliance with Administrative Requirements stated in Section 6.0, as well as other requirements specified in service scopes of work.
- 6.8.2 Conduct at a minimum, on-site Contract compliance monitoring of subcontractors at least every two years, to include, but not limited to, facilities, administrative and financial operations, and programmatic service delivery.
- 6.8.3 Establish and implement a process for service/performance improvement.
- 6.8.4 Participate in ADES evaluation studies, when required.

6.9 CSBG Organizational Standards

- 6.9.1 Participate in the implementation of the CSBG Organizational Standards and any training made available to assist with the implementation and compliance with the Standards as recommended by OCS and agreed to by CAAs and ADES, as may be amended (CAAs only).

7.0 General Reporting Requirements – The Contractor shall:

- 7.1 Email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security
DAAS Contracts Unit
P. O. Box 6123-Site Code 950A
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered for approval by, the Community Services Program Administrator.
- 7.1.2 Updated Cost Allocation Plan by October 1, 2015, if not provided prior to Contract start date.
- 7.1.3 A correctly completed "Contractor's Equipment List" (Form FES-1000A), as may be amended, for all proposed equipment purchases costing \$5,000 or more to be purchased in whole or in part with ADES funds (Exhibit C).
- 7.1.4 Contractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.5 Subcontractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.6 By June 30 annually, a twelve month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the twelve month period beginning July 1 (of the same year),

and for each: administrative, fiscal, and/or programmatic the specific service(s) to be monitored, and the target monitoring start and completion dates.

7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).

8.0 Items Provided by the Department – The Department shall provide, at a minimum:

8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through:

1. The strengthening of community capabilities for planning and coordinating the use of a broad range of federal, state, local and other assistance "including private resources" related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions;
2. The organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help families and individuals to achieve self-sufficient;
3. The greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown;
4. The maximum participation of residence of the low-income communities and members of the groups served by programs assisted through the block grants to empower such residence and members to respond to the unique problems and needs within their communities; and
5. The broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for (a) private, religious, charitable and neighborhood-based organizations; and (b) individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities for the poor.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Seat a Tripartite Governing Board that is comprised as follows:
 - (i) One-third are elected public officials, holding public office on the date of selection.
 - (ii) Not fewer than one-third of members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
 - (iii) The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms to the Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:

- (i) active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan;
 - (ii) active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services; and
 - (iii) active participation in the identification and evaluation of Result Oriented Management and Accountability (ROMA) Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.
5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
 6. Conduct a minimum of four quarterly Tripartite Governing Board meetings per state fiscal year.
 - a. For public and quasi-governmental entities, meetings must conform to Arizona open meeting laws.
 7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
 8. Provide upon request and maintain documentation demonstrating Tripartite Governing Board members' training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.
 9. Maintain and provide, upon request, documentation of the democratic selection process utilized for low-income representatives.
 10. Document and communicate to ADES efforts to fill any vacancies.
 11. Address any vacancies within 90 days of each occurrence; provide upon request and maintain documentation of efforts to fill within 120 days of occurrence.

9.3.2 Public CAAs Advisory Board:

1. Select members to serve on a Board in which one-third of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families. Select representatives to fill balance of seats as set forth in governing documents.
2. Maintain and provide, upon request, documentation of democratic selection process for low-income representatives.
3. Document and communicate to ADES efforts to fill any vacancies.
4. Address any vacancies within 90 days of each occurrence and provide and maintain documentation of efforts to fill within 120 days.

9.4 Community Action Plan Requirements – The Contractor shall:

9.4.1 Develop, and implement when approved by ADES, a Community Action Plan that includes:

1. a description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs;
2. Contractors' objectives that are aligned with the six (6) national goals;
3. a description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate;
4. a description of the service delivery system for services provided or coordinated with CSBG funds.
5. a narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan;
6. a description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations;
7. a description of how CSBG funds will be coordinated with other public or private resources;
8. a description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives;
9. a description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
10. a description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations; and

11. a description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six (6) CSBG national goals.

9.5 Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:

9.5.1 Participate in the ROMA System as may be amended, for measuring performance and results of programs and services.

9.6 Program Reporting Requirements – The Contractor shall:

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30th of each calendar year. Contractor must utilize format specified by ADES (Exhibit D).
2. Quarterly ROMA Outcomes Report (Exhibit E) by October 25, January 25, April 25 of each calendar year. The Contractor shall not submit a Fourth Quarter Report, but shall include fourth quarter data with the Annual CSBG IS Report. Contractor must utilize format specified by ADES (Exhibit F).
3. CSBG Information System (IS) Report by October 1st of each calendar year (Exhibit F).
4. Schedule of planned Board meetings for the next twelve months, by June 30 of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.
7. Current Organizational Chart by June 30 of each year.
8. Current Agency Operations Spreadsheet by June 30 of each year.

9.7 Items Provided by the Department – The Department shall provide:

9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.

9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

10.0 Case Management

10.1 Service Description

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

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving households closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) that provide temporary assistance to persons at or below 125 percent of poverty, or 150 percent if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons;
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention;

3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services; and
 4. special needs to secure or maintain employment.
- 10.2.3 **All CAAs and designated LIHEAP agencies shall provide the following:**
1. Utility Assistance Services that assist low-income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. For LIHEAP eligibility, the household income limit is sixty (60) percent of the State Median Income (SMI) or 150 percent of the Federal Poverty Guideline (FPG), whichever is greater, as may be amended. For NHN eligibility, the household income limit is 125 percent of the FPG except for individuals sixty years of age or older or disabled, where the household income limit is 150 percent of the FPG, as may be amended. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 - (i) Utility payments or deposits for heating and cooling
 - (ii) Temporary emergency shelter (if needed due to energy related crisis)
 - (iii) Payment of water bills related to cooling (May 1 through October 1)
 - (iv) Rental assistance where utility payment is included in the rent
- 10.2.4 Tribal entities shall provide utility assistance funded with LIHEAP. Benefits include the following:
1. Utility payments or deposits for heating and cooling
 2. Payment of water bills related to cooling (May 1 through October 1)
 3. Rental assistance where utility payment is included in the rent
- 10.3 **Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
 1. An assessment of the client's resources and needs
 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation
 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral
 - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 1. resolve any immediate crisis in a timely manner;
 2. assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs; and
 3. arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self-sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5 Complete a closing summary that includes, at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6 Completion of the Self-Sufficiency Matrix, as may be amended located at: https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/SSM_Englis_h-Spanish.pdf, for all case managed households in which a member of the household is eighteen (18) to fifty-nine (59) years of age, not disabled and not a full-time student, and is:
 - a. unemployed and seeking earned income; or
 - b. employed and seeking to reduce barriers to maintain earned income; or
 - c. employed and seeking increased earned income and/or employment benefits; as may be amended.
 - 10.3.7 Utilize report formats specified by ADES. Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revisions to Case Management and

Contract Payment Verification Reports shall be submitted with Supplemental Invoices. A summary of the revisions may be submitted with the Supplemental Invoices.

- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the ADES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended.
 - 10.4.2 Use the ADES EN-005 Application or other ADES approved electronic or written Application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the most current ADES LIHEAP Policy and Procedure Manual as may be amended. Keep and maintain the Manual with all related policy clarifications, additions or amendments. Contractor shall keep the most current version available to staff at all times.
 - 10.5.2 Use the ADES EN-005 Application or other ADES approved electronic or written application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
 - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2 Participate in a statewide “ROMA Advisory Committee” to identify standardized performance indicators for the statewide Community Action Network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Utilize and maintain a functional electronic system in which programmatic data shall be stored and reports submitted to ADES. An agreed upon data bridge from an existing data system may be utilized if a collective database system is used by Community Action Program Services Contractors. All other reports such as, payment verification forms and narratives information shall be provided on the forms required by this Contract, or as directed by ADES.
 - 10.7.2 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the ADES Community Services Program Administrator through written notification to the Contractor:
 - 1. Monthly Case Management Report by the 25th of each month (All CAAs and designated LIHEAP agencies) (Exhibit H1, H2).
 - 2. Tribal LIHEAP Monthly Report (Tribal entity only) (Exhibit I).
 - 3. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (Exhibit K) by August 31st of each calendar year.
 - 4. Quarterly ROMA Outcomes Report (All CAAs) (Exhibit E).
 - 5. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (Exhibit L).
 - 6. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (Exhibit M).
 - 7. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
 - 8. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (Exhibit N).
 - 9. LIHEAP Leveraging Report (Exhibit Q), annually by October 15.
 - 10. LIHEAP Annual Household Report (Exhibit J), Estimated Report by August 15 and Final Report by October 15, for services provides within this Contract as applicable.
- 10.8 Items Provided by the Department – The Department shall provide:**
- 10.8.1 The following report formats as may be amended by the ADES Community Action Program Administrator through written notification to the Contractor: Case Management Monthly Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

- 10.8.2 Training on completing the Case Management Monthly Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, and Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual, as may be amended.
- 10.8.4 Low Income Home Energy Assistance Program Policy and Procedure Manual. (https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/LIHEAP_Policy_Manual_SF14.pdf).

11.0 General Transportation (Coconino, Yavapai and Navajo Counties only)

11.1 Service Description

- 11.1.1 This service provides or assists in obtaining various types of transportation for specific needs.
- 11.1.2 This service may include various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. Service to assist eligible individuals and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included. Services may be provided using Contractor-operated vehicles and/or through vouchers for public transit.

11.2 Service Information

- 11.2.1 The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care or employment, (e.g., medical appointments or employment-related training interviews). Case managers typically assist clients to access transportation to help increase or maintain client self-sufficiency.
- 11.2.2 Services in Coconino County are to assist elderly and/or persons with physical disabilities to remain as independent as possible.
- 11.2.3 Services in Yavapai County are to assist persons in accessing, employment, social services, medical and basic needs.
- 11.2.4 Services in Navajo County are to assist persons in accessing, employment, social services, medical and basic needs.

11.3 Service Requirements – The Contractor shall:

11.3.1 Contractors that transport clients:

1. Maintain valid license plates on vehicles used to transport clients.
2. Utilize vehicles that meet current federal, state and local safety and maintenance, standards, including vehicles for individuals with special needs, where applicable.
3. Maintain logs on all vehicles used for the transportation of clients.
4. Utilize paid and/or volunteer drivers that:
 - (i) have no history of felony convictions;
 - (ii) possess a valid State of Arizona Class D Operators Driver’s License for vehicles up to fifteen (15) passengers;
 - (iii) possess a valid State of Arizona Class B Commercial Driver’s License with a passenger endorsement for vehicles over fifteen passengers, such as a bus;
 - (iv) have a clean driving record with no suspensions within the past year;
 - (v) are at least eighteen years of age; and
 - (vi) pass a physical prior to providing transportation service to clients and pass a physical at least every two years.
5. Require volunteers who provide transportation to carry a Contractor/Company Identification Card.
6. Assist clients in entering and exiting the vehicle as needed.
7. Transport clients to scheduled appointments on time and safely.
8. Utilize vehicles that have seat belts for every occupant.
9. Require drivers to verify all occupants utilize seatbelts during transport.
10. Track the beginning and ending odometer readings of Contractors’ vehicles on days when used to transport clients, and identify the clients/households served on each date.

11.3.2 Contractors that arrange transportation for clients shall:

1. Make arrangements for client transportation through public or private providers.
2. Make transportation arrangements for clients to arrive at scheduled appointments on time and safely.

11.4 Program Reporting Requirements – The Contractor shall:

- 11.4.1 Submit the following report as may be amended, for the timeframes indicated as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. **Monthly Transportation Report to include at a minimum: the number of clients served, the number of one-way trips (e.g., from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research.**

TERMS AND CONDITIONS

1.0 Contract Term and Option to Extend

- 1.1 The term of the resultant Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

2.0 Definitions

- 2.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "*Award Date*" means the date the Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 2.3 "*Contract*" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "*Contractor*" means any person who has a Contract with the State.
- 2.6 "*Days*" means calendar days unless otherwise specified.
- 2.7 "*Department*" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "*Effective Date*" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "*Equipment*" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 2.10 "*Exhibit*" means any item labeled as an Exhibit.
- 2.11 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 2.12 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 2.13 "*May*" indicates something that is not mandatory but permissible.
- 2.14 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 2.15 "*Services*" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 2.16 "*Shall, Must*" indicates a mandatory requirement.
- 2.17 "*Should*" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 2.18 "*Subcontract*" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 2.19 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.
- 2.21 "*Vulnerable adult*" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

3.0 Advertising, Publishing and Promotion of Contract

- 3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a Contract with the Arizona Department of

Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.0 Amendments or Modifications

4.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

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

5.0 Applicable Law

5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

5.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

5.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

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

5.8 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

5.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

5.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

6.0 Arbitration

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

7.0 Assignment and Delegation

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

8.0 Audit

8.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

8.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

8.2.2 Summary schedule of prior audit findings

8.2.3 Auditor's Reports (detailed in the A-133)

8.2.4 Corrective Action Plan.

8.3 The Department's Contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

8.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department Contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

8.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.

8.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

9.0 Availability of Funds

9.1 The Department may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

9.2 Availability of Funds for the Current State Fiscal Year

9.2.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions without further recourse obligation or penalty:

9.2.2 Reduce payments or units authorized;

9.2.3 Accept a decrease in price offered by the Contractor;

9.2.4 Cancel the Contract; or

9.2.5 Cancel the Contract and re-solicit the requirements.

9.3 Availability of Funds for the Next State Fiscal Year

- 9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 10.0 Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:
- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a Contractor;
 3. A subcontractor of a Contractor and the subcontractor's employees; and
 4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.
- 10.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 10.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>.
- 10.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 10.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>.
- 11.0 Cancellation for Conflict of Interest**
- 11.1 Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 12.0 Certification of Cost or Pricing Data**
- 12.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

13.0 Certification Regarding Lobbying

13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

14.0 Code of Conduct

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

- 14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;
- 14.1.2 Acting on behalf of the State without appropriate authorization;
- 14.1.3 Provided favorable or unfavorable treatment to anyone;
- 14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
- 14.1.6 Loss of impartiality when advising the State.

15.0 Competitive Bidding

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

16.0 Confidentiality

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

17.0 Cooperation

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

18.0 Cooperation with the Department's Investigation

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

19.0 Data Sharing Agreement

19.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

20.0 Equipment

20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder.

Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

- 20.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 20.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 20.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 20.5 Under a fixed price contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.

21.0 Evaluation

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

22.0 E-Verify Requirements

- 22.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.

23.0 Fair Hearings and Service Recipients' Grievances

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

24.0 Federal Immigration and Nationality Act

- 24.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES upon request.

These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

25.0 Fees and Program Income

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

26.0 Fingerprinting

26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

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

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

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

26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

27.0 Force Majeure

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

27.2 Force Majeure shall not include the following occurrences:

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

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

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

27.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this

article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

28.0 **Inclusive Contractor**

28.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

29.0 **Indemnification**

29.1 Indemnification for Contractor:

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

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

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

29.2 **Indemnification Clause:**

29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.

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

29.3 Indemnification for Subcontractor:

29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

30.0 Insurance Requirements

30.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

30.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is

used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease -- Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**
- | | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract 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 the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt

from the A.M. Best's rating requirements listed in this Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. 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 the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

31.0 IT 508 Compliance

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

32.0 Levels of Service

32.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent Contractor.

32.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

32.3 Any administration within the Department may obtain services under this Contract.

32.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

32.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

33.0 Monitoring

33.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

34.0 Non-Discrimination

34.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

34.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

34.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

34.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because

of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

35.0 No Parole Evidence

35.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

36.0 No Waiver

36.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

37.0 Notices

37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.

37.2 All notices to the ADES regarding this contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.

37.3 All notices shall reference the Contract number.

37.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the Contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.

37.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

38.0 Offshore Performance Of Work Prohibited

38.1 Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

39.0 Order of Precedence

39.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below.

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

40.0 Ownership of Intellectual Property

40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative

actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

41.0 Pandemic Contractual Performance

41.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

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

1. After the official declaration of a pandemic, the State may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

42.0 Payments

42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

42.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

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

42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.

42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.

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

42.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

42.8 The Contractor shall be responsible for paying all applicable taxes.

42.9 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

42.10 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege

taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

43.0 Payment Recoupment

- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - 43.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
 - 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;
 - 43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
 - 43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
 - 43.1.10 Any payments made for services rendered after the Contract termination date.

44.0 Personnel

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

45.0 Predecessor and Successor Contracts

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

46.0 Professional Standards

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

47.0 Reserve

48.0 Records

- 48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:
- 48.2.1 Adequately identify the service provided and each service recipient's application for Contract and subcontract activities;
 - 48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - 48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
 - 48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 - 48.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

- 48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and.
- 48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment.
- 48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

49.0 Relationship of Parties

- 49.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

50.0 Reporting Requirements

- 50.1 See section 7.0 Reporting Requirements in the Scope of Work.
- 50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

51.0 Responsibility for Payments Indemnification

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

52.0 Right of Offset

- 52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

53.0 Severability

- 53.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

54.0 State's Contractual Remedies

- 54.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to

provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

- 54.1.1 For designated agencies, termination shall comply with Community Services Block Grant legislation.
- 54.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 54.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be amended in writing accordingly.
- 54.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 54.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

55.0 Subcontracts

- 55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
- 55.2.1 Be on the Contractor's company letterhead;
- 55.2.2 Be signed by an authorized representative of the Contractor; and
- 55.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
- 55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

56.0 Substantial Interest Disclosure

- 56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

57.0 Supporting Documents and Information

- 57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by

the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

58.0 Suspension or Debarment

- 58.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 58.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.

59.0 Technical Assistance

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

60.0 Termination

- 60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 60.2 Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- 60.3 Gratuities: The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 60.4 Suspension or Debarment: The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 60.5 Termination for Convenience: The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 60.6 Termination for Default
- 60.6.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 60.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 60.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems

appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 60.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 60.6.5 For designated agencies, termination shall comply with Community Services Block Grant legislation.
- 60.7 Continuation of Performance Through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 60.8 Termination for Any Reason: In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 60.9 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 60.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.
- 61.0 Third-Party Antitrust Violations**
- 61.1 The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 62.0. Transfer of Knowledge**
- 62.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- 63.0 Transition of Activities**
- 63.1 In the event that a Contract is awarded to a new Contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new Contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new Contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- 64.0 Unallowable Costs**
- 64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- 64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
- 64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

- 64.2.3 OMB Circular A-21 for educational institutions.
64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

65.0 Visitation, Inspection and Copying

- 65.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.
- 65.2 Facilities Inspection and Materials Testing: The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

66.0 Warranties

- 66.1 The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.
- 66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials are used;
 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- 66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 66.7 Survival of Rights and Obligations after Contract Expiration or Termination:
- 66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 66.7.2 Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

67.0 Limited English Proficiency

67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency; DES 1-01-34 (Exhibit 1).

68.0 Contract Documents

68.1 The following constitute an integral part of the Contract:

68.1.1 Terms and Conditions

68.1.2 Scope of Work

68.1.3 Administrative Methodology

68.1.4 Service Methodologies

68.1.5 Attachments

68.1.6 Exhibits

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

APPLICANT'S ORGANIZATION			
City of Glendale/Community Action Program			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
* First Name: Erik	Middle Name:	* Last Name: Strunk	Suffix:
* Title: Community Services Director			
		February 27, 2015	
* SIGNATURE:		* DATE:	

ATTACHMENT 3

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

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

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

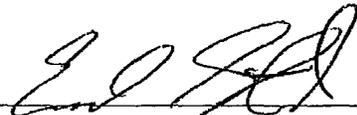
- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department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

City of Glendale/Community Action Program

Name of Agency /Organization

Erik Strunk, Community Services Director

Name and Title of Authorized Representative



Signature

February 27, 2015
Date

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

POLICY NUMBER		Page 1
DES 1-01-34		
CHAPTER	ARTICLE	
01 Department of Economic Security	01 Director	
SUBJECT	EFFECTIVE DATE	REVISION
34 Limited English Proficiency (LEP)	August 8, 2014	2

DES 1-01-34
Limited English Proficiency (LEP)

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

II. AUTHORITY

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01 *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:
<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

IV. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- (1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
 - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
 - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

B. General Statement

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

C. Compliance and Enforcement

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

D. Work Unit Procedures

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

E. Needs And Capacity Assessment

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.
4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
 - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
 - b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

F. Oral Language Assistance

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

- a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
 - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
 - c. Orally translating vital documents into languages other than English for LEP customers.
2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
 3. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff* employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
 - a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
 - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
 4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

G. Translation of Written Materials

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- a. Applications;
 - b. Recertification or renewal applications;
 - c. Documents that require a response;
 - d. Letters or other written documents that contain information regarding participation in a program;
 - e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
 - f. Consent and complaint forms;
 - g. Appeal rights and grievance procedures;
 - h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
 - i. Notices advising LEP persons of free language assistance; and
 - j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:
- a. The Department Office of Graphics and Design; or
 - b. A state-approved translation contract.

Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. *Each work unit should be sensitive to the literacy levels of the LEP public.* There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

H. Institutional Considerations for Translation

1. *Each work unit shall ensure that the public is aware of available interpretation and translation assistance.* Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
2. *Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.* The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
3. *The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.* The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
4. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*

I. Training

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. *General training.* For all staff on the importance of providing services for individuals with LEP.
2. *Work unit-specific training.* To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. **Technical assistance training.** For LEP contact staff.
4. **Management level training.** For supervisors and administrative staff assisting staff with direct customer contact.

J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

K. Monitor Access to Language Assistance

1. **Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
 - b. Frequency of encounters with LEP customers;
 - c. Nature and importance of activities to LEP customers;
 - d. Availability of resources, including technological advances, additional resources, and the costs imposed;
 - e. Whether existing assistance is meeting the needs of the LEP customers;
 - f. Whether staff know and understand the LEP procedures; and
 - g. Whether identified sources for assistance are still available and viable.
2. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
- a. Has up-to-date information on language needs in the communities it serves;
 - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
 - c. Translates vital written documents into the languages needed by the communities being served;
 - d. Has adequate supplies of translated materials;
 - e. Trains those staff required to be trained in LEP activities; and
 - f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

L. Provision of Technical Assistance

Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner. The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

M. Issue Resolution

1. **Work unit level process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.
 - a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
 - b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
 - c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
 - d. The Level I process shall include the following:

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.
2. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.
 - a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

- b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

N. Reporting

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

**City of Glendale-Community Action Program
Administrative Methodology**

2.0 Administrative Methodology:

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

The Glendale Community Action Program (CAP) office ensures that services are accessible to all Glendale residents who need assistance, which includes providing linguistic translation and cultural awareness, as well as ensuring that the clients are not denied services due to the lack of transportation. The CAP staff provides homebound and outreach services to the Glendale community in situations where disability or lack of transportation prevents a potential client from receiving assistance at the CAP office location. The CAP office is on the city bus line for easy access.

CAP assesses clients needing bi-lingual assistance as those whose proficiency in speaking, reading, writing, or understanding English, as a result of national origin, is such that it would deny or limit their meaningful access to programs and services if language assistance were not provided. The Glendale CAP is fortunate to have six bilingual Spanish-English staff members who work directly with clients. Additionally, CAP provides instruction materials, forms, and resource brochures in English and Spanish when necessary. The CAP phone system allows residents to call an automated phone system with a Spanish option to obtain program information and appointment procedures. If a potential client speaks in a language other than Spanish, a reasonable attempt will be made by the Glendale CAP office to secure a translation service for that person, whether it is a paid professional or a qualified community volunteer.

The Glendale CAP staff is diverse itself and has taken advantage of the opportunity to participate in various diversity and cultural training sessions through the City of Glendale Human Resources Department. Staff also attends and participates in regular community gatherings and special events throughout the city. These educational opportunities have positioned the CAP staff to better understand the clients served, which has enhanced their cultural sensitivity and the level of service provided to our clients.

2.2.2 One or two paragraphs describing the Applicants organizational structure including key staff members.

The Glendale CAP is the designated Community Action Agency for the City of Glendale. The CAP division falls under the Community Services Department within the city government. The CAP Manager reports to the Director of Community Services. Effective July 1, 2015, as displayed on the itemized service budget, the key staff that directly supports the CAP mission and administration in operating programs include: CAP Manager, Management Aide, Community Eligibility Specialist, (3) Community Eligibility Workers, and clerical support. Community Action Program also has strong support with the city's Finance and Technology Department, Human Resources, Community Revitalization Division, Community Housing Division, and City Attorney's

City of Glendale-Community Action Program Administrative Methodology

Office. The CAP serves as the federal grant applicant in securing funding for affiliated agency programs such as the Emergency Solutions Grant program (ESG) and the Community Development Block Grant program (CDBG) with funding for emergency rent mortgage assistance. The CAP has the experience in administering direct service funds each year to provide onsite services that include providing case management, client advocacy, financial and budget assistance, food, shelter and clothing resources to Glendale residents.

Glendale CAP's main focus and primary functions are in four distinct program areas: Community Services, Emergency Services, Housing Programs and Case Management services that target low-income individuals and families in the Glendale city limits. In fiscal year 2013-14 CAP utilized \$839,557 in direct funds to assist Glendale low-income residents (through utility, rent/mortgage, or homeless/deposit programs). The CAP also works with a variety of organizations and provides space at its location for these agencies to provide its clients with additional services and programs to become self-sufficient.

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

The Glendale CAP's current procedures for protecting clients' and/or recipients' confidentiality complies with all state, federal, and local regulations governing client confidentiality, and the agency will continue to do so as a direct sub-recipient of the State of Arizona, Department of Economic Security (DES). The client/recipient confidential information is maintained in the Glendale CAP "authorized access-only" office, which is secured by a locked door separating it from the lobby. All clients are escorted into the secured area by staff and also are escorted out when they leave. All client/recipient information is maintained behind this secured, locked door in the employee work area of the building. All files are secured in a centralized file cabinet, which is locked at the end of the business day to prevent unauthorized access. Files in process are also secured in the locked file cabinet at the end of the work day. It is important to note that client/recipient confidential information will only be used to verify eligibility and to determine the level of assistance the client/recipient will receive and only by properly trained persons whose duties require access to this information. Furthermore, client/recipient confidential information will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals. Employees' computers are password protected and client data is secured on a city-controlled server.

City of Glendale-Community Action Program Administrative Methodology

All new CAP staff members are provided training on agency procedures to safe-guard client confidentiality; additionally, current staff receives refresher training during annual staff retreats. As employees of the city, all staff must pass a background check conducted by the Glendale Police Department and the Arizona Department of Economic Security Central Registry. In addition, all CAP staff is required to attend ethics training and sign a confidentiality agreement. Glendale CAP staff will participate in conference calls and attend meetings initiated by DES/DAAS to ensure client/recipient confidentiality is maintained. The CAP client/services database application maintains client demographics, case notes and service records. Every staff person has passwords to gain access to the system. Access to reports or other sensitive information is limited to specific user groups. CAP complies with a Confidential Policy at all times. All emails are considered a public document, and therefore, prohibit the use of full client names and limit the information included within an email. In the event the client needs information released to agencies, a signed client release of information form is available at the City Clerk's Office as a public request. A copy of this form is maintained in client files.

**City of Glendale-Community Action Program
Administrative Methodology**



**CITY OF GLENDALE
COMMUNITY ACTION PROGRAM**

CLIENT CONFIDENTIALITY PROCEDURE

The City of Glendale, Community Action Program has access to client's identifiable information and such should be treated in a professional and confidential manner. All client information will be stored in a place physically secure. Only the Community Action Program staff will have access to client information.

Electronic information shall be secured and processed in such a way that unauthorized persons cannot retrieve information by means of computer, remote terminal or other source.

All emails are considered a public document, and therefore, prohibit the use of full client names and limit the information included within an email.

Precaution will be taken to insure that only authorized Community Action Program personnel are given access to on-line files. Disclosure of confidential material or any abuse may constitute a basis for disciplinary action up to and including immediate dismissal.

Employee's computers are password protected. Client data is maintained on a city controlled server, protected from public access.

Client files and/or confidential information pertaining to the client's services or personal information will not be disclosed to any agency or person, unless written authorization is completed by the client.

**City of Glendale-Community Action Program
Administrative Methodology**

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

As a division within the City of Glendale, the CAP uses the most current version of the Microsoft Office and Outlook for scheduling and email services, and has full access to the Internet. It also complies with the federal copyright laws applicable to software licenses and intellectual property rights. It currently can and will continue to use existing city technology to transmit all DES reports via Microsoft Word, Excel, database software and in "Adobe.pdf" format, as required by the state. It anticipates no interruption in DES reporting requirements and will hand-deliver any documents, as necessary. Again, this will follow all Scope of Work reporting requirements required by the state to convey Microsoft-based text, spreadsheet documentation, and access information to and from DES, DHHS Office of Community Services, and other web sites. The City of Glendale also has data protections in accordance with industry best practices to ensure the security, integrity and reliability of data stored at the city in full compliance with all DES requirements.

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

Although the Glendale CAP provides all services directly by staff and does not intend to subcontract any CAP services, it does follow all federal, state, and city procurement policies required of it for the purchase of all goods and services. In the event that the Glendale CAP should decide to subcontract any of its work, it will work with the City's Materials Management Division to ensure all federal, state and local procurement requirements are met.

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

Glendale CAP provides all CAP services directly by CAP staff, not subcontracted agencies.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.0 Service Methodology:

3.2 Community Services:

3.2.1 For the services of Community Services, submit the following:

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

The City of Glendale follows a Council-Manager form of Government, which means daily program administration is the responsibility of the City Manager and his/her designee, while policy is established by the Mayor and City Council. As a division of municipal government, the Glendale Community Action Program (CAP) reports to the Director of the Community Services Department.

The City of Glendale Community Action Program has been developing and implementing community action plans since 1966 with the guidance of the volunteer initiated Glendale Development Advisory Board. As the state designated recipient of CSBG funds for the first time in FY10-11, the City of Glendale recognized the need to formalize a Governing Board that included representation from elected officials, low income households, and neighborhoods of the geographic areas served by the CAP. The city has, by official ordinance, expanded the membership and functions of the Community Development Advisory Committee (CDAC), an established City Council-appointed advisory group that operates as an officially appointed city commission, and meets all the state board requirements. It is important to note that in Glendale, all city-sanctioned boards, commissions and committees are the responsibility of the City Council Government Services Committee (GSC). The GSC consists of three City Council members who meet on a monthly basis to discuss committee vacancies and possible appointments so that the group membership is balanced and reflective of Glendale as a community.

The staff liaison to the Community Development Advisory Board is the Glendale CAP Manager. This individual is responsible for working with the advisory board to ensure it has the information it needs to provide feedback as to the provision of services and case management, and to provide information as to the general direction of the program. The members of the advisory board work with the GSC to seek applicants for any vacancies on the board. All appointments to the board are currently two years in length. New members are selected by majority of the GSC and appointed by the Mayor and Council.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

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

A democratic process is in place to ensure that low-income members are representative of all geographic areas of Glendale. The City-Council appointed advisory board represents the Mayor and Councilmembers, neighborhood representatives from the geographic areas of the city receiving CSBG and CAP services, low income households, the Glendale Elementary School District, business, faith and non-profit representatives. Any group or individual that may have a concern about adequate representation of the community as part of the membership of the committee may speak directly to the committee at its regularly scheduled monthly meetings. Every agenda includes a posted "Business from the Floor" item during which the public may speak. The public may also contact a member of the Glendale City Council or the City Council's Government Services Committee regarding petitioning, representation or appointment on CDAC.

The CDAC publicly announces the nomination process to the population and communities they serve. This is done via press release, word of mouth, web-based announcements, community presentations, neighborhood newsletters distributed at each of the City's three public housing complexes, and postings in and around city facilities (the City's public branch libraries, the CAP office, Community Housing, Community Revitalization), and other non-profit agencies providing services to the low-income such as the Salvation Army, St. Vincent DePaul, Glendale's Hope For Hunger Food Bank and the YWCA.

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

The City of Glendale Community Action Program has been developing and implementing Community Action plans since 1966 with the guidance of the Glendale Development Advisory Committee. Its main functions are to support and encourage programs to improve community health; to encourage and work towards educational development of the community; to enhance the social standing of the low-income persons in the community; to develop the cultural heritage of the citizens of the community; to create recreational opportunities for citizens of the community; and to recommend appropriate applications for grants or programs.

The members of CDAC also encourage citizens, voluntary associations, and public agencies to work together and cooperatively on the health, recreational, cultural, economic, educational, social, and related problems and needs, which may impact low-income members of the community. The board meets a minimum of 4 times per year. The success of the Glendale CAP is in part attributable to the interaction of community.

The CDAC board consists of individuals who represent its primary geographic community service areas and all other low-income persons throughout the city. Through their regular meetings, the board participates in program development decisions, agency

**City of Glendale-Community Action Program
Service Methodology – Community Services**

planning and program evaluation. The CAP Manager regularly updates board members on program progress, problems and successes. They also assist with new CAP projects and make suggestions. The board suggestions are shared by the CAP Manager, with the Director of Community Services Department, City Departments, and other non-city agencies as necessary.

The CDAC board may also evaluate programs through onsite visits. Board members also participate with Glendale CAP staff to conduct needs assessments, for community needs and in activities in association with the Arizona Community Action Association. As mentioned in section 3.2.2, in FY 2010-11, the City of Glendale established a Council-appointed advisory board. This enabled CDAC to more authoritatively continue its role, as stated in this section, and to make recommendations to the City Council regarding programs and services to low-income persons.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

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

Organization	Name/Address	Phone Number
Cholla District	Cathy Cheshier [Redacted]	[Redacted]
Neighborhood Ocotillo Low-Income Representative	Dorlisa Dvorak [Redacted]	[Redacted]
	Vacant/Secretary	
Neighborhood Yucca Representative	Cherie Hudson/Chairperson [Redacted]	[Redacted]
Cactus District	Chuck Jared [Redacted]	[Redacted]
Barrel District	Ronald A. Jauregui [Redacted]	[Redacted]
Mayoral Cholla District	Pattie Johnson-Vice Chair [Redacted]	[Redacted]
Yucca District	Sharyn Nesbitt [Redacted]	[Redacted]
Glendale Elementary School District-Ocotillo District	Dr. Sue Pederson [Redacted]	[Redacted]
Neighborhood Ocotillo Low Income Representative	Marcellous Sanders Jr. [Redacted]	[Redacted]
Neighborhood Ocotillo Low Income Representative	John B. Torres [Redacted]	[Redacted]
Sahuaro District	Matthew C. Versluis [Redacted]	[Redacted]

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.2.6 A schedule of planned Board meetings for the first contract year.

The Glendale Community Development Advisory Committee meets as necessary but at minimum four times per year on the third Thursday of the month. The board complies with open meeting law requirements. Meeting notices are posted within the City Clerk's Office schedule. The board will meet at minimum in August 2015, October 2015, January 2016 and April 2016.

3.2.7 A narrative of no more than one page describing the service delivery system for services provided or coordinated with CSBG funds.

Glendale residents can call 24-hours per day the CAP automated phone system at 623-930-2854, which has bilingual informational recordings and instructions on how to obtain an appointment for services. Glendale CAP staff provides case management and emergency services, and social services for individuals and families residing in the city, who are unable to meet basic needs or to resolve other crisis situations.

Utility, rent, mortgage, crisis programs are accessed by an "Education Workshop" held every month, depending on funding/appointment availability. The workshops are held to educate residents on the different programs, guidelines/requirements for rent, mortgage and utility assistance programs. Each client is provided with an appointment and the guidelines/requirements.

Once an appointment is obtained, the CAP staff provides case management services. Clients are introduced to case management services during an initial assessment appointment designed to address both immediate, emergency situations as well as longer-term issues. The assessment appointment allows caseworkers to determine eligibility for services and to provide relief from the immediate crisis. Glendale maintains an ongoing, year-round capacity for providing immediate financial assistance to clients by utilizing a broad base of funding resources.

Once the immediate crises are mitigated, the client is assessed for longer-term case management services. Through established case management practices, caseworkers seek to develop a coordinated, integrated plan of action, which enables clients to achieve and sustain self-supporting rating across all areas of the "Arizona Self-Sufficiency Matrix". As a procedural framework, this case management model consists of a series of steps, which maximize capacity to produce the desired outcomes that have been mutually agreed upon by the client and the caseworker.

As part of a greater commitment to provide high-quality services to all Glendale residents, the Glendale CAP ensures its service delivery systems are characterized by cultural competence and geographic accessibility.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.2.8 No more than two paragraphs describing the Needs Assessment process within the service area, the method to prioritize needs, and how the results of the most recent needs assessment will be incorporated in the Applicant’s Community Action Plan.

The Glendale CAP staff relies on a variety of available reports, surveys, government information, and citizen input to complete its needs assessment of low-income people within the community. These sources include, but are not limited to the Maricopa Association of Governments (MAG) service priorities and planning documents, the U.S. Census Bureau, the Arizona Community Action Association (ACAA) Poverty Report, Arizona Department of Economic Security (ADES) reports and statistical bulletins, the City’s Five-Year consolidated plan, CDBG Annual Action Plan, and Public Housing Administrative Plan.

Currently this year, the city is working on the FY2015/16 – 2019/20 City of Glendale Five-Year Consolidated Plan, in which the city will host public hearings dedicated to collecting resident input on human service’s needs. Members of the non-profit community, city staff and the public will participate to offer input on neighborhood preservation, workshop development, homelessness prevention, transitional housing services and the efficient use of resources. This information will be shared with all city departments and used to assess the CAP priorities for funding and programming, by the Community Development Advisory Committee. Over the course of this year 2015, the Glendale CAP is participating within the city’s 5 year consolidated plan to ensure that CAP is adequately targeting its funding with respect to the CAP annual plan, programs, and services.

3.2.9 No more than two paragraphs describing how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow up consultations.

The Glendale, CAP has always been a leader in providing social services to Glendale residents. To better assist our clients, the CAP has established a large and diverse array of partnerships and linkages with neighborhood groups, local non-profit agencies, faith-based organizations and other government agencies.

The CAP has continually facilitated agency coordination efforts so that information, referrals and strong linkages with other agencies are readily available to assist clients. For example, the Glendale CAP has an agency collaboration group that meets throughout the year and is active in assessing if effective delivery of social services is being provided. The group discusses current programs, emergency issues and exchanges, and shares valuable program information on services that each individual agency provides. The information sharing adds to strengthen our linkages with the community. CAP staff is actively engaged within the community and annually hosts the Glendale Family Health and Resource Fair. This event includes presentations from many social service agencies on their programs, eligibility requirements and referral process.

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This resource fair is beneficial for both clients and the agencies in learning the various programs with the community. Glendale CAP staff also conducts continuous client follow-up throughout the year on program referrals to other social service agencies within the community.

3.2.10 No more than two paragraphs describing how CSBG funds will coordinated with other public or private resources.

The CSBG funding has always served as the core funding for Glendale CAP. Even so, the Glendale CAP is able to accept other funding, which complements its core mission. For example, an additional funding of \$129,104 in direct service funds was awarded to CAP in FY2013-14 under the Emergency Solutions Grant program (ESG) to assist families with eviction/foreclosure prevention and rapid rehousing to prevent families from being homeless. In FY2013-14, CAP also received \$75,000 in CDBG funds for eviction/foreclosure prevention. Additionally, Glendale CAP currently provides LIHEAP, TANF/STCS and Neighbors Helping Neighbors programs. As assessed during the normal intake process, the needs of the clients are matched with these services as appropriate and necessary. CSBG funding that is allocated for these programs through the state grant will be used to assist those clients that meet the criteria as established in the CAP intake process. And, if necessary, clients are referred to the other services of non-profits and funding sources that can additionally meet their needs.

The CSBG funds also allow the CAP to leverage staff support to cooperate with several private and faith-based organizations that have become active in our “Agency Collaboration” group. These agencies include: Maricopa Integrated Health Systems, United Health Care Plan, APS, SRP, SWG, Triple Crown Sports, Wings of Love, Disabled American Veterans, Glendale Elks Lodge, Vineyard Church and Community Church of Joy. In recent years, the CAP also has collaborated with local businesses and other non-profit organizations to provide holiday help to many low income families through events such as JC Penny Santa Shop day, Thanksgiving food baskets; Christmas food baskets; Back to School Back-Packs and other community events. While these private organizations do not have funds to cover administration costs, they do provide in-kind donations that benefit our clients. CAP staff work on the recruitment, organization and planning processes for these events in order to serve more Glendale residents in the community.

3.2.11 No more than two paragraphs describing how the Applicant will provide, on an emergency basis, for the provision of such supplies, services of nutritious foods, and related services, as may be necessary to counteract conditions of starvations and malnutrition among low-income individuals.

Glendale CAP staff is well trained on the food stamp eligibility and makes hundreds of referrals each year to that program. CAP staff is trained and certified by the St. Mary’s Food Bank Alliance to provide direct emergency food box referrals for immediate family needs that are discovered during client interviews. Glendale CAP staff also makes referrals to other supplemental programs such as: Glendale’s Hope for Hunger Food

**City of Glendale-Community Action Program
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Bank, Government Surplus Food, Vineyard Church, Salvation Army, St. Vincent DePaul, and Y.W.C.A.'s Congregate Meals Program at the Glendale Community Center, Meals on Wheels, Glendale Schools Free/Reduced lunch programs, and WIC that provides for special nutritional needs of pregnant women.

3.2.12 No more than two paragraphs describing how the Applicant will, to the extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community based organizations.

Glendale CAP is a leading agency in facilitating and coordinating programs to develop partnerships that benefit our residents. Many partnerships have been developed and have been in place for years. New partnerships are established each year through our collaboration meetings. Our partnerships efforts continuously assist clients that are need of social services. Faith based groups such as: Salvation Army, St. Vincent De Paul, The Vineyard and Community Church of Joy are important partners with Glendale CAP, as they also, provide emergency assistance. Many times clients are helped with both Glendale CAP and faith based resources to resolve their crisis situation. State agencies, primarily the Arizona Department of Economic Security (DES), are very close partners with Glendale CAP in referring clients between agencies. Through our collaboration efforts we have established a very close relationship with the DES-Unemployment Benefits Office. The Glendale CAP staff can verify information for the individual clients that we are determining eligibility for in a very timely process.

Another crucial partnership is with DES-Family Assistance Administration in which CAP staff has the ability to access the DES- mainframe-AZTECS. This enables Glendale staff to obtain confidential information and verification of state benefits (i.e.-SNAP, Cash, Medical insurance) very quickly so that CAP staff can determine eligibility for CAP emergency programs. Due to the recent economic crisis, many agencies have gone paperless. This in turn has created a delay for clients in providing the necessary information needed to determine eligibility. These coordinated efforts are allowing CAP staff to assist many clients who are currently receiving and also qualify for CAP services. Through our combined efforts, we are successful in producing guarantee payments to utility companies within a 48-72 hour timeline, thus preventing disconnection of utility services for many Glendale residents.

3.2.13 Identify ROMA performance targets and any related indicators that will be used to measure the Applicant's performance in achieving the six CSBG national goals.

The Glendale CAP will continue to participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services. The Glendale CAP shall pursue the six national goals outlined in federal law:

**City of Glendale-Community Action Program
Service Methodology – Community Services**

Goals	Performance Measures
Low-income People Become More Self-Sufficient	<ul style="list-style-type: none"> • Participants seeking employment & obtained a job • Participants gained health coverage through employment • Participants experienced an increase in an annual income as a result of earnings • Participants experience an increase in annual income as a result of regular child support payments
The Conditions in Which Low-Income People Live are Improved.	<ul style="list-style-type: none"> • Safe & affordable housing units in the community improved through weatherization or rehabilitation • Accessible “living wage” jobs created or retained in the community • Accessible & affordable healthcare services/healthcare facilities-placement opportunities created & maintained
Low Income People Own a Stake in Their Community	<ul style="list-style-type: none"> • Low income people purchased a home • Homes received repairs that improved living environment
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	<ul style="list-style-type: none"> • Established commitments with partner organizations to provide resources for clients
Agencies Increase Their Capacity to Achieve Results	<ul style="list-style-type: none"> • Increased staffing resources through use of volunteers • Dollar amount mobilized by CAP including CSBG, State programs, local funding, private sources, Non-CSBG Federal programs
Low-Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	<ul style="list-style-type: none"> • High-energy burden alleviated through utility assistance programs • Families maintained stability in their homes through eviction prevention programs • Elderly/Disabled maintained independent living situation as a result of CAP services

**City of Glendale-Community Action Program
Service Methodology - Case Management**

3.3 Case Management:

3.3.1 For the service of Case Management, submit the following: Reflect services provided by the Applicant as well as the Applicant's subcontractors.

3.3.2 A narrative describing the Applicant's client intake procedures:

1. Reasonable Accommodations: City of Glendale CAP will reasonably accommodate clients who cannot visit the office during regular business hours. City of Glendale CAP staff, depending on availability, may adjust their working hours to accommodate clients who cannot make an appointment during regularly scheduled business hours. Special accommodations are provided to the homebound, elderly, or handicapped individuals.

2. Access to Services: The Glendale Program Manager ensures that an eligibility worker is available for client emergencies at all times. CAP staff will be assigned alternating schedules in order to attend off site meetings and trainings to ensure that a worker is available for client emergencies. In the event that a client leaves a message, CAP staff will return all emergency requests for assistance the same business day and all other requests for general information within 72 hours.

3. Scheduling of Appointments: Glendale CAP staff provides case management and emergency services on site, at 5850 W Glendale Avenue, Suite B-51, in Glendale. The Glendale CAP has intake availability on Monday through Thursday; Intakes for Homebound/medical clients are completed on Fridays. CAP services are provided by appointment. The CAP automated phone system 623-930-2854 is available 24 hours per day and has public voice recordings that instruct clients on how to obtain an appointment for services.

4. Process to assist in a crisis situation: Glendale CAP Staff conducts interviews on a daily basis in which clients present a crisis and they are immediately assessed by the caseworker. Once the crisis is assessed the worker determines actual needs to remedy the situation. Either by CAP services/programs available or direct referrals to outside agencies.

5. Process to assist when funds are depleted: Glendale CAP staff is very familiar with other community resources provided in the area by the faith-based community, DES offices, food banks, and other agencies. In the event, that STCS or LIHEAP funds are not available, Glendale staff facilitates referrals to these other agencies by making phone contact to ensure that funding is available. The Glendale caseworkers will advocate for the client by calling agencies that participate within our agency collaboration group. In some cases when appropriate, caseworkers assist the client in making payment arrangements with landlords or utility companies until other resources are identified.

**City of Glendale-Community Action Program
Service Methodology - Case Management**

6. Information and referral assistance for applicants/walk-ins clients: Glendale CAP is well trained in the availability of other community resources which include our agency collaboration efforts. When interviewing clients or in response to their phone calls CAP staff provides names, phone numbers for these other agencies and make appropriate referrals. Agency information resources list are always available for walk-in request/and or client interviews.

7. Services at alternative sites: Glendale CAP does not subcontract services nor provide services at alternative sites.

8. Rights and Responsibilities: Glendale CAP staff advises applicants of their rights and responsibilities, grievance procedures during the client interview process. The caseworker also provides the client with a copy of their rights and responsibilities form that the client/applicant signs during the interview.

9. Client missing documentation: The caseworker will advocate and work with the client to obtain necessary documents in order to determine eligibility. In the event the document is not available, the client is rescheduled for the next available appointment on Tuesday or Thursday.

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

1. Case management is a partnership between a client and a caseworker. Case management actively involves the client in all phases of the process including assessment, problem-solving, development of the case plan and resource development. The case complexity is determined by the level of caseworker involvement that is required to resolve the presenting problems.

All clients seeking services will be assessed to determine the extent and scope of the client's crisis and what services should be directed to resolve the crisis. The self-sufficiency matrix will help identify short, medium and long-term goals. If a client requires financial assistance, the client will be scheduled for an appointment.

2. Assessment is an ongoing process in which the client participates. The purpose is to understand people in relation to their environment. It is a basis for planning what needs to be completed to maintain, improve, and bring about change in the person, the environment or both. Assessments must include the following aspects.

a. The client first completes a questionnaire that asks for basic household information and what services are being sought. The client then completes a self-assessment form to define their current situation. These tools as intended to enhance both the quality of the assessment made and the resulting plan of action.

**City of Glendale-Community Action Program
Service Methodology - Case Management**

- b. The Self-Sufficiency Matrix is used to quantify the degree and extent of the presenting and underlying problems scored on thirteen domains using a ten-point scale.
- c. A brief case note will provide a summary of the assessments and what actions will be taken or, in some cases, not taken to address any identified issues.

Clients and case workers work together to develop the case plan and to identify short, medium and long-term goals. This plan is intended to assist the household to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and move closer to self-sufficiency. Target dates for goal accomplishments are also set. These goals are commented in the case file by the case worker. The clients sign an agreement to participate in the case management process. The assigned case worker routinely follows up on cases that are in process. Documentation on in-person meetings and telephone contacts also are noted in the case file. The case worker also documents a client's progress in reaching goals and any problems encountered.

When an assessment indicates the client's case falls within the "Extended Case Management" definition, and the client is willing to engage in the case management process, a more comprehensive approach is taken. These cases require a higher level of support based upon two core case management constructs:

- a) The degree to which the caseworker will be able to provide structure and guidance to help the client resolve their presenting problem(s).
- b) The degree to which the development and completion of a case plan is expected to help a client gain greater self-sufficiency as defined by positive movement in one or more matrix assessment domains.

For extended case management, a more comprehensive plan will be developed in partnership with the caseworker and client, and must be based upon and supported by the information gathered in the clients' assessment process. The caseworker and the client will identify goals, the needed tasks to reach each goal as well as identify responsible parties. As progress is made and circumstances change additional steps may be added to advance the plan towards the client's case management objective.

Each caseworker will maintain on-going regular contact and this contact will be documented in the case notes. Caseworkers' document notes on all actions taken with or on behalf of the client.

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3. The caseworkers and clients mutually agree on the closure of case plans when the majority of identified goals are accomplished or when, for various reasons, the client decides to no longer participate in the case management process. The case manager documents progress made by the client in the case file as well as the case closure date.

4. Resource development is the identification of additional services and/or agencies which will help the client successfully achieve their case objectives. Resources should include both general resources as well as unique resources specific to a client's needs.

The Glendale CAP uses referrals to other agencies extensively in order to promote clients helping themselves become self-sufficient. The communication and coordination greatly assist CAP clients with information, services and other direct benefits offered by other community agencies. CAP staff will provide the client with an agency information form that contains agency names, addresses and phone numbers for assistance needed. CAP staff participates in local networking meetings and is able to act as an advocate for the client. The case worker will check on the outcome of referrals made. These outcomes will be documented in client case files.

5. A supervisor is responsible for timely and regular monitoring of case management services. This includes, but is not limited to, case staffing and case record reviews in order to insure consistent quantity and quality of work. The supervisor has the added responsibility of training, evaluating, correcting, coaching, and encouraging casework staff as appropriate.

3.3.4 A description of proposed ROMA performance outcomes and any other indicators that demonstrate how case management services, and the components of case management services will assist in achieving the six CSBG national goals.

The case managers work together with the client in developing case plans and goals through case management and case follow up. The caseworker is able to determine progress throughout the year, by using the self-sufficiency matrix scores which in turn can be reflected on the ROMA outcome report and within the individual case files.

The annual ROMA outcome report is used throughout the year to determine how many clients accomplish the six CSBG national goals. See attached ROMA report form.

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

- Client Assessment Form
- Client Application
- Self-Sufficiency Matrix
- Case Action Plan

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Service Methodology - Case Management**

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

The Glendale CAP provides a client satisfaction survey to any/all residents seeking CAP Services. Surveys are available in the CAP office lobby and during the client interviews. When surveys are returned, results will be reviewed, and client concerns identified, and a determination made on how to address them.

Surveys are used as an important performance measure to measure the effectiveness of our programs and services. Information obtained is shared with CAP staff, the Glendale CDAC members and then used for implementation and changes to CAP programs.

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Service Methodology - Case Management**



City of Glendale-Community Action Program

Thank you for taking the time to complete this very important survey. Your thoughts and opinions are important.

1. Which of the following CAP programs have you been assisted with?

- | | |
|---|--|
| <input type="checkbox"/> Energy Assistance | <input type="checkbox"/> Rent/Mortgage Assistance |
| <input type="checkbox"/> Telephone Assistance (TAP) | <input type="checkbox"/> First Month's Move-In Costs |
| <input type="checkbox"/> Property Tax Credit (PTC) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> URRD (Utility Repair, Replacement and Deposit Program) | |
| <input type="checkbox"/> Referral Services | |

2. Please rate the following by circling a number from 1-5 (with 5 being the highest rating, 1 the lowest)

Courteous CAP staff	5	4	3	2	1
Convenient access to CAP office	5	4	3	2	1
Responsiveness of CAP staff to your requests	5	4	3	2	1

3. How long did it take to get an appointment? _____

- | | | |
|---|------------|-----------|
| 4. Was the Education Workshop beneficial to you? | Yes | No |
| 5. Were program guidelines clear? | Yes | No |
| 6. Were questions answered to your understanding? | Yes | No |
| 7. Do you find the resources provided helpful? | Yes | No |
| 8. Was CAP able to meet one or more of your needs? | Yes | No |

9. Do you have any suggestions with regards to CAP or services?

Comments: _____

10. Do you have any community needs in your neighborhood?

Comments: _____

May we contact you for additional feedback? Yes No

Name: _____ Phone: _____

(Optional)

**City of Glendale-Community Action Program
Service Methodology - Case Management**

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

The CAP Manager closely monitors direct service funds monthly, to ensure availability throughout the year. The CAP Manager allocates the utility funding sources based on months of highest historical needs (i.e. July, August, and September) for utility assistance. All expenditures are closely monitored to ensure once funds are exhausted, referrals to other social services agencies are offered.

3.3.8 Client grievance policy and procedures and a description of how clients are made aware of their right to appeal decisions made by the Applicant.

As part of Glendale CAP intake process, caseworkers advise clients of their rights and responsibilities during the initial client interview. If the client has a concern and would like to speak with a supervisor, the caseworker provides the client with the CAP Manager's contact information or offers to take a message for the manager. The client is advised that the CAP Manager will return the call within 72 hours. In the event concerns are brought to the manager and are not resolved on this informal level, the client is provided the written process for filing their concern in writing.

The Glendale CAP written grievance procedure is then followed in order to resolve client concerns.

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

Client satisfaction surveys are reviewed annually and shared with City Management and the Glendale Community Development Advisory Committee. The data collected is an indicator of the agency's progress in designing programs that meet client needs. It is also used in the development of the annual needs assessment and CAP plan.

This data is also a good indication of client response to services that were provided and any changes that need to occur.

Attachment 9



February 12, 2015

Arizona Department of Economic Security
Division of Aging and Adult Services
1789 W Jefferson Street, Site Code 950A
Phoenix, AZ 85007

Pursuant to section 5.1 of the application, I certify that the City of Glendale has sufficient funds available to meet vendor obligations while awaiting payment from Department of Economic Security. As well, I certify that our internal accounting software is able to provide sufficient detail on individual transactions to ensure they are in accordance with programmatic budget amounts.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tom Duensing".

Tom Duensing
Director of Finance and Technology



5.0 Additional Required Documents:

4. Notices are to be sent to:

City of Glendale-Community Action Program
Rebecca H. Daniel, Program Manager
5850 West Glendale Avenue, Suite B-51
Glendale, Arizona 85301
623-930-2853
623-930-2141 (fax)
Rdaniel@glendaleaz.com

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP) **Agency:** City of Glendale-Community Action Program
Contract Period: 07/01/2015 - 06/30/2016

1. **PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Comm. Elig. Specialit	\$56,952	\$56,952	\$56,952
1	1.00	Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
1	1.00	Management Aide	\$40,666	\$40,666	\$40,666
1	0.50	Comm. Elig. Rep.	\$17,571	\$17,571	\$17,571
Pay increase (5%)				\$7,517	\$7,517
TOTAL PERSONNEL				\$157,847	\$157,847

2. **EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 40.9555% of \$157,847)	\$64,647	\$64,647
TOTAL EMPLOYEE RELATED EXPENSES		\$64,647	\$64,647

3. **PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Security Service Charges	In-House Security-CAP Not being charged at this time	\$0	\$0
Temporary Employment Charges	Temp. staff support with outside vendor	\$5,193	\$5,193
Office Equipment	Includes maintenance on copier, printer and repairs for office equipment with outside vendor \$325/quarter	\$1,300	\$1,300
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$6,493	\$6,493

4. **TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
Motor Pool Vehicles	CAP Estimated miles/yr.= \$2,570 (Motor Pool is not being charged at this time)	\$0	\$0
TOTAL TRAVEL		\$0	\$0

5. **SPACE**

ITEM	BASIS	TOTAL COST	DES COST
Office Space	Rent, Electricity, Refuse - \$2,080/mo. x 12 mos.	\$24,960	\$0
TOTAL SPACE		\$24,960	\$0

6. **EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
Computer Charges	CAP-60 Annual fees	\$15,000	\$15,000
	P/C Tech. Replacement	\$2,519	\$0
TOTAL EQUIPMENT		\$17,519	\$15,000

7. **MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$295.08/month 12 mos.	\$3,541	\$2,185
Postage/Duplicating	\$79.58/month 12 mos.	\$955	\$800
TOTAL MATERIALS AND SUPPLIES		\$4,496	\$2,985

8. OPERATING SERVICES			TOTAL	DES
ITEM	BASIS		COST	COST
Member Dues	ACAA Annual Membership \$400 & ACAA Conference \$185 x 7		\$1,695	\$1,695
Telephone/Qwest Charges	\$303.08/month 12 mos.		\$3,637	\$0
Cell Phone Charges	\$45/month 12 mos.		\$540	\$0
Insurance Fire & Liability	\$5.50/month 12 mos.		\$66	\$0
TOTAL OPERATING EXPENSES			\$5,938	\$1,695

9. INDIRECT COSTS			TOTAL	DES
ITEM	BASIS		COST	COST
N/A			\$0.00	\$0.00
TOTAL INDIRECT COSTS			\$0	\$0

10.	SUBTOTAL ADMIN. COST		\$281,900	\$248,667
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11. VOUCHERS			TOTAL	DES
ITEM			COST	COST
TANF			\$55,000	\$55,000
LIHEAP			\$569,407	\$569,407
LIHCON			\$0	\$0
LLVG			\$0	\$0
NHN			\$1,475	\$1,475
City of Glendale-ESG/CDBG			\$80,000	\$0
ACAA			\$100,506	\$0
TOTAL VOUCHERS			\$806,388	\$625,882

12.	TOTAL SERVICE COST/DES TOTAL COST:		\$1,088,288	\$874,549
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REVENUE SOURCES:		
DES - DAAS	\$874,549	\$874,549
ACAA	\$100,506	
City of Glendale	\$33,273	
City of Glendale ESG/CDBG	\$80,000	
TOTAL REVENUE:	\$1,088,328	\$874,549

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)**Agency:** City of Glendale Community Action Program**Contract Period:** 07/01/2015 - 06/30/20161. **PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	CAP Administrator	\$75,650	\$75,650	\$75,650
1	1.00	*Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
Pay increase 5%*Excludes New Position				\$3,783	\$3,783
TOTAL PERSONNEL				\$114,574	\$114,574

2. **EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 36.601% of \$114,574)	\$41,935	\$41,935
TOTAL EMPLOYEE RELATED EXPENSES		\$41,935	\$41,935

3. **PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Temporary Employment Charges	Temporary staff support with outside vendor	\$28,649	\$28,649
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$28,649	\$28,649

4. **TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL TRAVEL		\$0	\$0

5. **SPACE**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL SPACE		\$0	\$0

6. **EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL EQUIPMENT		\$0	\$0

7. **MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$156/month 12 mos.	\$1,872	\$1,872
TOTAL MATERIALS AND SUPPLIES		\$1,872	\$1,872

8. **OPERATING SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL OPERATING EXPENSES		\$0	\$0

9	<u>INDIRECT COSTS</u>		TOTAL	DES
	ITEM	BASIS	COST	COST
	N/A			
<u>TOTAL INDIRECT COSTS</u>			\$0	\$0
10	<u>SUBTOTAL ADMIN COST</u>		\$187,030	\$187,030

11.	<u>VOUCHERS</u>		TOTAL	DES
	ITEM		COST	COST
	N/A		\$0	\$0
<u>TOTAL VOUCHERS</u>			\$0	\$0
12	<u>TOTAL SERVICE COST/DES TOTAL COST:</u>		\$187,030	\$187,030

<u>REVENUE SOURCES:</u>		
DES - DAAS	\$187,030	\$187,030
City of Glendale	\$0	
<u>TOTAL REVENUE:</u>	<u>\$187,030</u>	<u>\$187,030</u>

State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if
 1. You are a U.S. person (including a resident alien);
 2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
 3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

New Request New Location (Additional Mail Code) Change (Select the type(s) of change from the following:

Tax ID Legal Name Entity Type Minority Business Indicator
 Main Address Remittance Address Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) [] - [] - [] OR Federal Employer Identification Number (FEIN) 86 - 6000247

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* City of Glendale

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) State of Arizona employee (1E) STATE HRIS EIN []

Corporation NOT providing health care, medical or legal services (5A) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)

Corporation providing health care, medical or legal services (5M) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)

Partnership, LLP or Partnership organized as LLC or PLLC (5C) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)

An international organization or any of its agencies/instrumentalities (5U) Other: Tax Reportable Entity (5P) Description Municipality

The US or any of its political subdivisions or instrumentalities (2G) Other: Tax Exempt Entity (5H)

Minority Business Indicator (Must select one of the following) (Coding (X#) is for internal purposes only)

Small Business (01) Small, Woman Owned Business- Hispanic (31) Minority Owned Business- African American (04)

Small Business- African American (23) Small, Woman Owned Business- Native American (33) Minority Owned Business- Asian (32)

Small Business- Asian (24) Small, Woman Owned Business- Other Minority (11) Minority Owned Business- Hispanic (74)

Small Business - Hispanic (25) Woman Owned Business (03) Minority Owned Business- Native American (15)

Small Business- Native American (27) Woman Owned Business- African American (17) Minority Owned Business- Other Minority (02)

Small Business- Other Minority (05) Woman Owned Business- Asian (18) Non-Profit, IRC §501(c) (88)

Small, Woman Owned Business (06) Woman Owned Business- Hispanic (19) Non-Small, Non-Minority or Non-Woman Owned Business (00)

Small, Woman Owned Business- African American (29) Woman Owned Business- Native American (21)

Small, Woman Owned Business- Asian (30) Woman Owned Business- Other Minority (08) Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed **Remittance Address** Where payment is to be mailed Same as Main

DBA/Branch/Location Finance Department DBA/Branch/Location Miscellaneous A/R

Address 5850 W Glendale Ave Address 5850 W Glendale Ave

City Glendale State AZ-ARIZONA Zip code 85301 City Glendale State AZ-ARIZONA Zip code 85301

Vendor Contact Information

Name Tom Duensing Title Director of Finance and Technology

Phone # (623) 930-2116 Ext. Fax (623) 915-2827 Email TDuensing@glendaleaz.com

Certification Exempt from backup withholding

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND

3. I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature [Signature] Title Director of Finance and Technology Date 2/17/2015

STATE OF ARIZONA: AGENCY USE ONLY - AGENCY AUTHORIZATION VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN 27286 Print Name Camille Kowal Signature Camille Kowal

AGY ADES Title Manager Phone # 602-543-6034 Email ckowal@paysdes.gov Date 3/27/15

STATE OF ARIZONA: GAO USE ONLY VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

IRS TIN Matching Corporation Commission Vendor Number Processed by Date Processed

HRIS GAO-03 Other

EXHIBIT A

DEFINITIONS

- 1.0 ACC – The Arizona Administrative Code.
- 2.0 COATES – Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 3.0 CSBG – The Community Services Block Grant Act (42 U.S.C. § 9901 *et seq.*), as amended by Public Law 105-285
- 4.0 Community Action Agency (CAA) – A designated eligible entity as described under the federal Community Services Block Grant Act.
- 5.0 Community Action Plan – A document submitted by the Community Action Agencies to the Community Services Administration in order to receive the sub-grants or contracts from the Community Services Administration grant provided under Section 676 of the Community Services Block Grant Act.
- 6.0 Comprehensive and Coordinated Service System – A system for providing all necessary supportive services within a Planning and Service Area.
- 7.0 DES EN-005 Application For Benefits – The standardized application for benefits used by DES to obtain client demographic and financial information from program applicants.
- 8.0 Designated LIHEAP contractor – An agency designated to provide utility assistance services in a specified geographic service area, as described under the Community Opportunities, Accountability, Training and Educational Services Act of 1998.
- 9.0 Eligible Individual – An individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 10.0 Formal Services – Formal services are those services that are provided by an agency or organization.
- 11.0 Informal Resources – Informal resources are considered family and friends.
- 12.0 Planning and Service Area – A geographical area in the state or state jurisdiction that is designated by the Community Services Administration for the purposes of planning, development, and overall administration of services under an approved Title XX, Social Services Plan.
- 13.0 Private, non-profit CAAs – A designated Community Action Agency that has been established and maintained as a 501(c)(3) as recognized by the Internal Revenue Service.
- 14.0 Public CAAs – A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.
- 15.0 ROMA – Results Oriented Management and Accountability is a system established by the federal Department of Health and Human Services for the purpose of tracking and reporting outcomes of the Community Services Block Grant.
- 16.0 State Agency – Department of Economic Security – The agency designated to develop and administer the State Plan which is the focal point for services targeted to low-income individuals and families in the state.
- 17.0 Linguistically Appropriate and Culturally Relevant – Respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an agency service system. Such a system enables the agency, to work effectively in cross-cultural situations. The agency will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

STAPLE HERE

HOUSEHOLD INFORMATION

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK.

APPLICANT	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
1. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. DESCRIBE EPISODE OF NEED	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Codes/definitions on back of Page 3

Distribution: ORIGINAL - DHS/CSA (Contracted Agency), CANARY - Agency's Client File, PINK - Client's Copy, GOLDENROD - Subagency's Copy
 Equal Opportunity Employer/Program
 See reverse of EN-008-3 for Americans with Disabilities Act (ADA) Disclosures.

PAYMENT INFORMATION

STAPLE HERE

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

APPLICANT'S SOC. SEC. NO.

APPLICANT'S NAME (Last, First, M.I.)

Account No.	Voucher No.	Vendor's Code	Vendor's Name	Billing Name	Service Code	Budget Code	Amount	Need Guarantee
							\$	Yes No
							\$	Yes No
							\$	Yes No
							\$	Yes No
							\$	Yes No

VENDOR/PAYEE'S NAME (Check to be leased to) _____

VENDOR/PAYEE'S MAILING ADDRESS (No., Street, Apt. No.) _____

(City, State, ZIP) _____

AGENCY MONTHLY RENT/MORTGAGE \$ _____

FBI No. (Mandatory) _____

Has the household received STCS services in the prior 12 months? Yes No If yes, what agency? _____

APPROVED DENIED

APPLICANT'S STATEMENT OF TRUTH

Under penalty of perjury and acknowledged by my signature below, I swear or affirm that the statements made regarding the persons in my home, and the income, resources, property and all other items that pertain to my possible eligibility for benefits are true and correct to the best of my knowledge.

Bajo penalidad de perjurio y reconocido por mi firma abajo, yo juro o afirmo que las declaraciones hechas en cuanto a las personas en mi hogar, y los ingresos, los recursos, propiedad y todas cosas demás que pertenecen a mi elegibilidad posible por beneficios son verdaderas y ciertas según mi leal entender y saber.

RELEASE OF INFORMATION

I authorize the Department of Economic Security and/or delegate agency to contact any source necessary to establish the accuracy of the information given by me. Furthermore, I authorize any landlord or utility company to which payment of credit on my behalf may be made to release information regarding my current account including, but not limited to, billing information to the State of Arizona, or its contract designee. I understand that the Arizona Department of Economic Security may use information provided on this form for purposes of research, evaluation, and analysis.

Yo autorizo al Departamento de Seguridad Económica y/o la agencia designada para comunicarse con cualquier fuente necesaria para establecer la exactitud de la información que le proveo. Además, autorizo a cualquier propietario o servicio público a lo que se efectúe un pago de crédito por mi parte para divulgar información en cuanto a mi cuenta actual incluyendo pero no limitarse a, información de facturación al Estado de Arizona o su designado contratado. Entiendo que el Departamento de Seguridad Económica de Arizona puede usar la información provista en este formulario para los propósitos de estudios, evaluación y análisis.

APPLICANT'S SIGNATURE _____ DATE _____

WORKER'S STATEMENT

I have interviewed the applicant and have explained the following: His/her right to the appeal process. I have also advised the applicant of any penalties for fraud and/or misrepresentation. I have completed my investigation of the financial eligibility as required by program rules and regulations.

WORKER'S SIGNATURE _____ DATE _____

REVIEWER'S ID NO. _____ DATE _____

Distribution: ORIGINAL - DES/CSA (Contracted Agency); CANARY - Agency's Client File; PINK - Client's Copy; GOLDENROD - Subagency's Copy *Codes/definitions on back of Page 3

See pago reverse of EN-005-1 for BOE/ADA disclosures * Vea al reverso del EN-005-1 para las declaraciones de BOE/ADA

HH - Household

EN-005-1		HH - Household	
(1) Ethnic Code	(2) Check <i>(CHECK)</i> Supplemental only - Choose only one	(3) Family Type	(4) Housing Type
1 White	1 Loss or reduction of income or public assistance benefits	1 Single parent/female	1 Rent
2 Black	2 Unexpected and unplanned expenses	2 Single parent/male	2 Own
3 Native Amer.	3 Health and Safety condition	3 Two-parent household	3 Homeless
4 Hispanic		4 Single person	4 Other
5 Asian		5 Two adults (no minor children)	5 College Graduate
6 Other		6 Other	6 College Graduate
			(5) Education
			1 00-08
			2 09-12 (Non-graduate)
			3 High School graduate/GED
			4 12 + some college/trade school
			5 College Graduate

NASCP INCOME TYPE: (Income received by all household members in the last 30 days, including the date of application.)

Special Note: "Employment" and "Benefits" cannot both be checked.

Employment = Check if any income was from employment, including self-employment.

Employment & Benefits = Check if any income was from employment AND benefits (also check all that apply in the Benefits - HR box: CA (TANF), SSI, Social Security, Pension, Unemployment).

Other Income = Check if any income is from child support, alimony/spousal maintenance, temporary Workers' Compensation, or rental income.

Special Note: If "No Income" is checked, no other item in "Income Type" or "Benefits" may be checked.

No Income = Check if there was zero income.

NASCP BENEFITS: (Benefits received by any household member in the last 30 days)

CA (TANF) =

SSI =

Social Security =

Pension =

Unemployment =

Unemployment Insurance Benefits administered by DES

Supplemental Security Income (administered by the Social Security Administration)

Any other income received from the Social Security Administration.

Any retirement income, permanent Workers' Compensation, permanent disability insurance payments.

Unemployment Insurance Benefits administered by DES

NASCP Non-Nutrition Assistance is not part of "Benefits" section. Check if anyone in the household received Nutrition Assistance in the last 30 days, including the date of application.

INCOME INFORMATION:

HC =

VV =

CS =

CC = Collateral Contact verifying information is documented and in client file.

Visual Verification of documentation was made. All required facts are noted on application. Reason for visual verification is noted in client file.

Client Statement was used as last resort. Notification of client and caseworker efforts to acquire document/information are noted on application and in client file.

(6) Last grade completed	(7) Ethnic Code	(8) Citizenship Status
00-08	1 White	1 U.S. Born/Naturalized
09-12 (Non-graduate)	2 Black	2 Eligible Legal Resident
High School graduate/GED	3 Native American	3 Non-eligible Legal Resident
12 + some college/trade school	4 Hispanic	
College Graduate	5 Asian	
	6 Other	

Equal Opportunity Employer/Program. Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 342-6000; TTY/TDD Services: 7-1-1.

Completion Instructions for FES-1000AFORFF
CONTRACTOR'S EQUIPMENT LIST
(Capital and Stewardship Equipment Items)

A. Purpose.

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

B. Completion.

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

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

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

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

INVENTORY DATE. Enter the date form is prepared.

DES ASSET NO. Leave blank. This number will be entered by the Department. If the Department has previously provided a number, enter it.

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

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

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

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

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

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

Shaded area is to be completed by DES staff.

C. Routing.

The contractor submits the form to the DES Program Division/Administration Contract Unit within 30 days of the acquisition of the item and annually thereafter. Upon receipt, the DES Program Division/Administration will forward the completed form to the Fleet and Equipment Services Unit, DBF, at site code 812Z-1.

Equal Opportunity Employer/Program * Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 271-0597; TTY/TTD Services: 7-1-1.

Exhibit D

COMMUNITY
ACTION
PLAN

SFY 20__

Community Action Plan

I. Organization: _____

ADES Contract No: _____

State Fiscal Year Covered by this Community Action Plan: SFY _____

II. Executive Summary

A. Community Action Agency Director: _____

Address: _____

Phone: _____

FAX: _____

B. CSBG Contact Person: _____

Address: _____

Phone: _____

FAX: _____

III. Statement of CSBG Assurances

As part of the annual Community Action Plan required by Section 676 of the Community Services Block Grant Act, as amended, (42 U.S. C. 9901 et seq.), the chief executive of this Community Action Agency hereby agrees to the Assurances outlined below:

A. Programmatic Assurances

1. The CAA assures that funds made available through the CSBG will be used to:

Support activities that are designed to assist low-income families and individuals, including homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families; [676(b)(1)]

Please select and provide a description of how such activities will enable families and individuals:

to remove obstacles and solve problems that block the achievement of self-sufficiency;

Description:

to secure and retain meaningful employment;

Description:

to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in communities involved, which may include carrying out family literacy initiatives;

Description:

to make better use of available income;

Description:

to obtain and maintain adequate housing and a suitable living environment;

Description:

to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;

Description:

to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners;

Description:

to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime; [‘676(b)(1)]

to make more effective use of, and to coordinate with, other programs related to the purposes of CSBG, (including State welfare reform efforts); [‘676(b)(1)]

Please provide information describing how the CAA will carry out this assurance:

4. The CAA assures that the agency will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations; [‘676(b)(9)]

Please provide information describing how the CAA will carry out this assurance:

included collection of existing data to describe the community demographics and assets, a review of existing community assessments to determine needs identified in the past and identification of the current social, employment and health in the community. In addition to existing data sources, X number of key informant interviews were conducted, a service provider survey was completed by 37 providers in our service area and three focus groups were held. Finally, information gained from Community Forums conducted by Arizona State University on behalf of the Arizona Community Action Association was incorporated into the findings of the Assessment.

Service gaps were identified based an analysis of 1) the social, health and employment indicators, 2) perceptions of the key informants, and 3) the community input from focus groups and the Community Forum.

In preparing the Community Action Program 2010 Plan, the results of the assessment were reviewed by the CAP Advisory Board and CAP management to determine priorities relative to the Community Services Block Grant Funding. The process for prioritizing included:

- 1.
- 2.
- 3.

b. Please indicate the date this community needs assessment was finalized:

____ / ____ / ____
Month Day Year

7. The CAA assures that the agency will administer the community services block grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities; [676B]

a. Please provide information describing how the CAA will carry out this assurance:

b. Please provide the current Tripartite Board Roster and contact information immediately below.

Tripartite Board Roster

Board Member Name	Address	Telephone Number	Indicate No More than One: *Low -Income Rep *Elected Official *Business or Industry	Indicate Length of Term and Term Limit End Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

c. Please describe the democratic selection process used to elect a low-income representative on the tripartite board:

d. Please attach a copy of the current board by-laws as an addendum to this document and indicate when these by-laws were last reviewed and revised:

_____/_____/_____
Month Day Year

B. Administrative Assurances

1. The CAA assures that unobligated funds carried forward into the following State Fiscal Year (SFY) for expenditure will be consistent with program purposes; ['675 (C) superseded by Public Law 107-116]
2. The CAA assures that it will comply with the terms of any contract with the State, with the State plan, and to meet appropriate administrative standards, performance goals, financial management requirements, and other requirements established by the State (including performance objectives); ['678C(a)]
3. The CAA assures that it will establish fiscal control and fund accounting procedures necessary to assure the proper disbursement of accounting for Federal and State funds paid to the CAA, including procedures for monitoring funds provided under the CSBG; ['678D(a)]
4. The CAA assures that it will participate in Results Oriented Management and Accountability Practices for the purpose of measuring performance and results. This includes defining outcomes under the six national goals that promote self-sufficiency, building agency capacity, and community revitalization; ['678E(a)(1)(A) and '678E(a)(1)(B)]
5. The CAA assures that it will repay the State amounts found not to have been expended in accordance with the CSBG Act, or the State may offset such amounts against any other amount to which the CAA is or may become entitled under the CSBG program; [679C(a)]
6. The CAA assures that CSBG funds will not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility; ['678F(a)]
7. The CAA assures that programs assisted by community services block grant funds shall not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending

faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity; [‘678F(b)]

8. The CAA assures that no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community services block grant funds. Any prohibition against distribution on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity; [‘678F©]
9. The CAA assures that religious organizations will be considered on the same basis as other non-governmental organizations to provide assistance under the program so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment of the Constitution; not to discriminate against an organization that provides assistance under, or applies to provide assistance under the community services block grant program on the basis that the organization has a religious character; and not to require a religious organization to alter its form of internal government except as provided under the CSBG Section 678B or to remove religious art, icons, scripture or other symbols in order to provide assistance under the community services block grant; [‘679]
10. The CAA assures that it will comply with the requirements of Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee. The CAA further agrees that it will require the language of this certification be included in any sub-awards, which contain provisions for children’s services and that all sub-contractors shall certify accordingly.

Signature

Authorized Signatory/Director of the Agency

Date

IV. Narrative Plan To Implement Assurances

1. Administrative Structure

Please provide a description of the CAA as an organization, its primary functions, mission, responsibilities, organizational structure, and its association as a part of a larger entity if appropriate;

2. Program Overview

A. Service Delivery System

Please provide a description of the service delivery system for services provided or coordinated with CSBG funds, targeted to low-income individuals and families in the community; [676(b)(3)(A)] This should include services to be provided, current programs, geographical location, population demographics, and socio-economic factors existing in the area;

B. Subcontracting Agencies

Please identify subcontracting agencies, CSBG funding levels, and services provided by each agency.

SUBCONTRACTING AGENCIES

AGENCY NAME ADDRESS TELEPHONE NUMBER	SERVICES PROVIDED	CSBG FUNDS AWARDED
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
	TOTAL	

3. Linkages

Please provide information which describes how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultation; [‘676(b)(3)(B)]

4. Coordination of Funds

Please provide information which describes how CSBG funds will be coordinated with other public and private resources; [‘676(b)(3)(C)]

5. Innovative Community and Neighborhood Based Initiatives

Please provide information which describes how the CAA will use funds to support innovative community and neighborhood-based initiatives related to the purposes of CSBG, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting; [676(b)(3)(D)]

6. Child Support Referrals

Please provide information which describes how the CAA will inform custodial parents in single-parent families that participate in programs, activities, or services carried out under the CSBG about the availability of child support services; and refer eligible parents to the child support offices of the State. [678G(b)(1) & (2)]

V. Results Oriented Management and Accountability (ROMA) Performance Measures

Please attach a copy of the ROMA Catalog and specify the performance measures the CAA will report in the timeframe covered by this Community Action Plan, to measure agency success in achieving the six OCS National Community Action Goals.

Goals	Community Needs / Gaps In Service	Performance Measures
Low-income People Become More Self-Sufficient		
The Conditions In Which Low-Income People Live are Improved.		
Low Income People Own a Stake In Their Community		
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.		
Agencies Increase Their Capacity to Achieve Results		
Low-Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.		

Exhibit E

Part II: Outcome of Efforts, FY 20 - Quarter				
National Performance Indicators - Agency Level Forms				
Name of Agency Reporting:				
Goal 1: Low-income people become more self-sufficient.				
National Performance Indicator ID	A) Number of Participants in Outcome Program(s)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period (C/B * 100)
Employment This indicator is a measure of low-income participants in a community-based employment initiative who find a job or become self-employed, as measured by one or more of the following:	(a)	(b)	(c)	(d)
A. Unemployed and obtained a job (Pg.16)				#DIV/0!
B. Employed and maintained a job for at least 90 days (Pg.17)				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits (Pg.17)				#DIV/0!
D. Achieved "living wage" employment and/or benefits (Pg.18)				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 3.2 Employment Skills The number of low-income participants (in whom basic skills and/or secondary employment skills are not being attained through basic education Community Action is measured by one or more of the following:	Number of Participants Enrolled in Program(s) (b)	Number of Participants Achieving Outcome in Reported Period (c)
A. Obtained skills/competencies required for employment (Pg.21)		
B. Completed ABE/GED and received certificate or diploma (Pg.21)		
C. Completed post-secondary education program and obtained certificate or diploma (Pg.21)		
D. Enrolled children in before or after school programs (Pg.22)		
E. Obtained care for child or other dependant (Pg.22)		
F. Obtained access to reliable transportation and/or driver's license (Pg.22)		
G. Obtained health care services for themselves or family member (Pg.23)		
H. Obtained safe and affordable housing (Pg.23)		
I. Obtained food assistance (Pg.23)		
J. Obtained non-emergency LIHEAP energy assistance (Pg.24)		
K. Obtained non-emergency WX energy assistance (Pg.24)		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX) (Pg.24)		
In the rows below, please include any additional indicators that were not captured above.		

Goal 1: Low-income people become more self-sufficient.

	National Performance Indicator Economic Asset Management and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants, during the outcome, as measured by creation of the following:	A) Number of Participants in Program(s) (#)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	C) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	D) Percentage Achieving Outcome in Reporting Period (%)	E) Aggregated Dollar Amount (Payments, Credits, or Savings) (\$)
E N H A N C E M E N T	1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits (Pg.27)				#DIV/0!	
	2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments (Pg.27)				#DIV/0!	
	3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings (Pg.27)				#DIV/0!	
	<i>In the rows below, please include any additional indicators that were not captured above.</i>					
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	

Goal 1: Low-income people become more self-sufficient.

National Performance Indicators (Continued)	A) Number of Participants Enrolled in Program(s)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period (C/A x 100)	E) Aggregated IDA Accounts (Payments, Credits, or Savings)
1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days (Pg.27)				#DIV/0!	N/A
2. Number and percent of participants opening an individual Development Account (IDA) or other savings account (Pg.28)				#DIV/0!	N/A
3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings (Pg.28)				#DIV/0!	
4. Of participants in a Community Action assets development program (IDA and others): (Pg.28)	N/A				
a. Number and percent of participants capitalizing a small business with accumulated savings (Pg.28)				#DIV/0!	
b. Number and percent of participants pursuing post-secondary education with accumulated savings (Pg.28)				#DIV/0!	
c. Number and percent of participants purchasing a home with accumulated savings (Pg.29)				#DIV/0!	
d. Number and percent of participants purchasing other assets with accumulated savings (Pg.29)				#DIV/0!	
In the rows below, please include any additional indicators that were not captured above.					
				#DIV/0!	
				#DIV/0!	
				#DIV/0!	

UTILIZATION

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.1 Community Improvement and Revitalization	Number of Projects or Initiatives	Number of Opportunities Added/Community Resources Preserved or Increased
<p>How many instances of increased opportunities and conditions for low-income people in the community are attributable to projects or initiatives of public and private entities as measured by one or more of the following:</p>	(A)	(B)
A. Jobs created, or saved, from reduction or elimination in the community (Pg.32)		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community (Pg.32)		
C. Safe and affordable housing units created in the community (Pg.33)		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy (Pg.33)		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination (Pg.33)		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation (Pg.34)		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education (Pg.35)		
In the rows below, please include any additional indicators that were not captured above.		

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 23 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods is improved by Community Action Initiative activities, measured by one or more of the following:	Number of Program Initiatives or Activities	Number of Community Assets, Services or Facilities Preserved or Increased
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets (Pg.37)		
B. Increase in the availability or preservation of community facilities (Pg.38)		
C. Increase in the availability or preservation of community services to improve public health and safety (Pg.38)		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods (Pg.38)		
E. Increase in or preservation of neighborhood quality-of-life resources (Pg.39)		

In the rows below, please include any additional indicators that were not captured above.

National Performance Indicator 24 (NEW INDICATOR) Community Engagement The engagement of community members is increased through Community Action programs that mobilize the resources of the community.	Total Contribution by Community
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives (Pg.41)	
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours) (Pg.41)	

National Performance Indicator 24 (NEW INDICATOR) Employment created and saved (ARRA funds) The total number of jobs created and saved at least in part by ARRA funds in the community.	Number of Jobs
A. Jobs created at least in part by ARRA funds (Pg.43)	
B. Jobs saved at least in part by ARRA funds (Pg.43)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

Goal 3: Low-income people own a stake in their community.

National Performance Indicator 3.1 NEW INDICATOR: Community Enhancement through Maximum Feasible Participation <i>The number of volunteer hours donated to Community Action</i>	Total Number of Volunteer Hours (#)
Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income) (Pg.44)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 3.2 Community Empowerment through Maximum Feasible Participation <i>The number low-income people mobilized as a direct result of Community Action initiative and engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:</i>	Number of Low Income People (#)
A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts (Pg.46)	
B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance (Pg.47)	
C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance (Pg.47)	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action (Pg.47)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

National Performance Indicator 4.1 Expanding Opportunities through Community-Wide Partnerships The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes. (Po-49)	Number of Organizational Partnerships (#)
Non-Profit	
Faith Based	
Local Government	
State Government	
Federal Government	
For-Profit Business or Corporation	
Consortiums/Collaboration	
Housing Consortiums/Collaboration	
School Districts	
Institutions of post secondary education/training	
Financial/Banking Institutions	
Health Service Institutions	
State wide associations or collaborations	
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above. <i>Please describe these partnerships in Goal 4 Notes.</i>	
The total number of organizations CAAs work with to promote family and community outcomes	0

Goal 5: Agencies increase their capacity to achieve results.

National Performance Indicator 5.1:	
Agency Development	
The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:	Resources in Agency (6)
Number of C-CAPs	
Number of ROMA Trainers	
Number of Family Development Trainers	
Number of Child Development Trainers	
Number of staff attending trainings	
Number of board members attending trainings	
Hours of staff in trainings	
Hours of board members in trainings	
In the rows below, please include any additional indicators that were not captured above. Please describe these measures in Goal 5 Notes.	

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator(s)	Number of Vulnerable Individuals Living Independently
<p>Independent Living</p> <p>This number of vulnerable individuals receive services from community Action who maintain an independent living situation as a result of those services.</p> <p>A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over) (Pg.55)</p> <p>B. Individuals with Disabilities (Pg.55)</p> <p>Ages: 0-17</p> <p>18-54</p> <p>55-over</p> <p><i>In the rows below, please include any additional indicators that were not captured above.</i></p>	(#)

National Performance Indicator(s)	Number of Individuals Seeking Assistance	Number of Individuals Receiving Assistance
<p>Emergency Assistance</p> <p>This number of low-income individuals received by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including services as:</p> <p>A. Emergency Food (Pg.59)</p> <p>B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources (Pg.59)</p> <p>C. Emergency Rent or Mortgage Assistance (Pg.59)</p> <p>D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.) (Pg.59)</p> <p>E. Emergency Temporary Shelter (Pg.60)</p> <p>F. Emergency Medical Care (Pg.60)</p> <p>G. Emergency Protection from Violence (Pg.60)</p> <p>H. Emergency Legal Assistance (Pg.61)</p> <p>I. Emergency Transportation (Pg.61)</p> <p>J. Emergency Disaster Relief (Pg.61)</p> <p>K. Emergency Clothing (Pg.62)</p> <p><i>In the rows below, please include any additional indicators that were not captured above.</i></p>	(#)	(#)

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.1			(B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	(C) Number of Participants Achieving Outcome in Reporting Period (Actual)	(D) Percentage Achieving Outcome in Reporting Period [(C/B) * 100]
Child and Family Development		(A) Number of Participants Enrolled in Program(s)	(B)	(C)	(D)
I N F A N T S & C H I L D R E N	1. Infants and children obtain age-appropriate immunizations, medical, and dental care				#DIV/0!
	2. Infant and child health and physical development are improved as a result of adequate nutrition				#DIV/0!
	3. Children participate in pre-school activities to develop school readiness skills				#DIV/0!
	4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade				#DIV/0!
Y O U T H	1. Youth improve health and physical development				#DIV/0!
	2. Youth improve social/emotional development				#DIV/0!
	3. Youth avoid risk-taking behavior for a defined period of time				#DIV/0!
	4. Youth have reduced involvement with criminal justice system				#DIV/0!
	5. Youth increase academic, athletic, or social skills for school success				#DIV/0!
A D U L T S	1. Parents and other adults learn and exhibit improved parenting skills				#DIV/0!
	2. Parents and other adults learn and exhibit improved family functioning skills				#DIV/0!
In the rows below, please include any additional indicators that were not captured above.					
Family Maintenance: (specify outcome)					#DIV/0!
Family Maintenance: (specify outcome)					#DIV/0!
					#DIV/0!

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.4 - NEW INDICATOR	Number of Participants Enrolled in Program(s)	Number of Participants Achieving Outcome in Reporting Period
Family Support (Seniors, Disabled and Caregivers) Low-income people who are unable to work (especially seniors, adults with disabilities, and caregivers) for whom barriers to family stability are removed or alleviated, as measured by one or more of the following:	(A)	(B)
A. Enrolled children in before or after school programs (Pg.72)		
B. Obtained care for child or other dependant (Pg.72)		
C. Obtained access to reliable transportation and/or driver's license (Pg.72)		
D. Obtained health care services for themselves or family member (Pg.73)		
E. Obtained safe and affordable housing (Pg.73)		
F. Obtained food assistance (Pg.73)		
G. Obtained non-emergency LIHEAP energy assistance (Pg.73)		
H. Obtained non-emergency WX energy assistance (Pg.74)		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX) (Pg.74)		

National Performance Indicator 6.5 - NEW INDICATOR	Number of Services
Service Counts The number of services provided to low-income individuals and/or families as measured by one or more of the following:	(A)
A. Food Boxes (Pg.76)	
B. Pounds of Food (Pg.77)	
C. Units of Clothing (Pg.77)	
D. Rides Provided (Pg.77)	
E. Information and Referral Calls (Pg.78)	

Exhibit F

**COMMUNITY SERVICES BLOCK GRANT
INFORMATION SYSTEM (CSBG IS) SURVEY**

Sections D-G and
National Performance Indicators for the Six National Goals 1-6

of
FISCAL YEAR 20__
COMMUNITY SERVICES BLOCK GRANT
by

THE NATIONAL ASSOCIATION FOR STATE COMMUNITY SERVICES PROGRAMS

Section D: Accomplishments and Coordination of Funds

> Use a separate sheet for your answers, or enter them here. Please do not use acronyms.

1. Strategic Thinking for Long-Term Solutions

a. Please describe an agency strategy which addresses a long-term solution to a persistent problem affecting members of the low-income community. Address the following questions:

i. How did the agency identify the community need?

ii. How were CSBG funds used to plan, manage, and/or develop the approach?

iii. What local partners were involved, and how did each contribute to the program?

iv. What outcome indicators did the agency use to measure success?

v. What outcomes have resulted in FY 2013? If no outcomes yet, when?

2. Delivering High-Quality, Accessible, and Well-Managed Services

a. Please describe what you consider to be the top management accomplishment achieved by your State CSBG office during FY 2013. Show how responsible, informed leadership led to effective and efficient management of CSBG.

Top State Management Accomplishment:

b. Please describe what you consider to be the top three management accomplishments achieved by your agencies during FY 2013. Show how responsible, informed leadership and effective, efficient processes led to high-quality, accessible, and well-managed services.

Top Three Agency Management Accomplishments:

1.

2.

3.

Exhibit F - CSBG IS Survey

3. Mobilizing Resources to Support Innovative Solutions

a. Please describe how your agency addressed a cause or condition of poverty in the community using an innovative or creative approach. Showcase how your agency relied on mobilization and coordination of resources to help reach interim and final outcomes. Demonstrate how CSBG "works" as it funds staff activities, investments, or services to meet a community need. Include the following elements:

i. Agency name (no acronyms please)

ii. Program name

iii. CSBG service category

iv. Description of program (capacity, duration, targeted population, etc)

v. How was the agency's approach innovative or creative? Please be specific.

vi. Outcomes achieved (include the number of people enrolled and areas affected)

vii. How were CSBG funds used? Please be specific.

viii. What local partners were involved, and how did each contribute to the program?

4. Providing Positive Results for Vulnerable Populations

a. Please describe one youth-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

b. Please describe one senior-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

Section E: CSBG Expenditures by Service Category

Agency Reporting:

Table 1: Total amount of CSBG funds expended in FY 2013 by Service Category

Service Category	CSBG Funds
1. Employment	
2. Education	
3. Income Management	
4. Housing	
5. Emergency Services	
6. Nutrition	
7. Linkages	
8. Self Sufficiency	
9. Health	
10. Other	
Totals	

Of the CSBG funds reported above were for administration.

Please consult the instructions regarding what constitutes "administration."

Table 2: Of the funding listed in Table 1: Funds for Services by Demographic Category, FY 2013

Demographic Category	CSBG Funds
1. Youth (Individuals aged 12 to 18)	
2. Seniors (Individuals aged 65 and up)	

Section F. Resources Administered and Generated by the CSBG Network

1. Name of Local Agency Reporting

2. Amount of FY 2013 CSBG allocated to reporting agencies

Federal Resources (Other than CSBG)

3. Weatherization (DOE) (include oil overcharge \$\$)

4. Health and Human Services (HHS)
- a. LIHEAP - Fuel Assistance (include oil overcharge \$\$) 4a.
 - b. LIHEAP - Weatherization (include oil overcharge \$\$) 4b.
 - c. Head Start 4c.
 - d. Early Head Start 4d.
 - e. Older Americans Act 4e.
 - f. Social Services Block Grant (SSBG) 4f.
 - g. Medicare/Medicaid 4g.
 - h. Assets for Independence (AFI) 4h.
 - i. Temporary Assistance for Needy Families (TANF) 4i.
 - j. Child Care Development Block Grant (CCDBG) 4j.

k. Other HHS Resources:

i.	<input type="text"/>	CFDA #:	<input type="text"/>	4k.i	<input type="text"/>
ii.	<input type="text"/>	CFDA #:	<input type="text"/>	4k.ii	<input type="text"/>
iii.	<input type="text"/>	CFDA #:	<input type="text"/>	4k.iii	<input type="text"/>
iv.	<input type="text"/>	CFDA #:	<input type="text"/>	4k.iv	<input type="text"/>
Total Other HHS Resources				4k.	<input type="text"/>

5. Department of Agriculture (USDA)
- a. Special Supplemental Nutrition for Women, Infants, and Children (WIC) 5a.
 - b. All USDA Non-Food programs (e.g. rural development) 5b.
 - c. All other USDA Food programs 5c.

6. Department of Housing and Urban Development (HUD)
- a. Community Development Block Grant (CDBG) - Fed., State, and local 6a.
 - b. Section 8 6b.
 - c. Section 202 6c.
 - d. Home tenant based assistance 6d.
 - e. HOPE for Homeowners Program (H4H) 6e.
 - f. Emergency Solutions Grant (ESG) 6f.
 - g. Continuum of Care (CoC) 6g.
 - h. All other HUD including homeless programs 6h.

7. Department of Labor (DOL)
- a. Workforce Investment Act (WIA) 7a.
 - b. Other DOL Employment and training programs 7b.
 - c. All other DOL programs 7c.

8. Corp. for National & Community Service (CNCS) programs

9. Federal Emergency Management Agency (FEMA)

10. Department of Transportation

11. Department of Education

12. Department of Justice

13. Department of Treasury

Other Federal Resources:

i.	<input type="text"/>	CFDA #:	<input type="text"/>	14.i	<input type="text"/>
ii.	<input type="text"/>	CFDA #:	<input type="text"/>	14.ii	<input type="text"/>
iii.	<input type="text"/>	CFDA #:	<input type="text"/>	14.iii	<input type="text"/>
iv.	<input type="text"/>	CFDA #:	<input type="text"/>	14.iv	<input type="text"/>
Total Other Federal Resources				14.	<input type="text"/>

15. TOTAL: NON-CSBG FEDERAL RESOURCES

SECTION F. Resources Administered and Generated

16. State Resources

a. State appropriated funds used for the same purpose as federal CSBG funds	16a.	<input type="text"/>
b. State Housing and Homeless programs (include housing tax credits)	16b.	<input type="text"/>
c. State Nutrition programs	16c.	<input type="text"/>
d. State Day Care and Early Childhood programs	16d.	<input type="text"/>
e. State Energy programs	16e.	<input type="text"/>
f. State Health programs	16f.	<input type="text"/>
g. State Youth Development programs	16g.	<input type="text"/>
h. State Employment and Training programs	16h.	<input type="text"/>
i. State Head Start programs	16i.	<input type="text"/>
j. State Senior programs	16j.	<input type="text"/>
k. State Transportation programs	16k.	<input type="text"/>
l. State Education programs	16l.	<input type="text"/>
m. State Community, Rural and Economic Development programs	16m.	<input type="text"/>
n. State Family Development programs	16n.	<input type="text"/>
d. Other State Resources:		
i.	16o.i.	<input type="text"/>
ii.	16o.ii.	<input type="text"/>
iii.	16o.iii.	<input type="text"/>
iv.	16o.iv.	<input type="text"/>
Total Other State Resources		16o.

17. **TOTAL STATE RESOURCES**

18. If any of these resources were also reported under Item 15 (Federal Resources) please estimate the amount.

Section F. Resources Administered and Generated

19. Local Resources

- | | | |
|---|------|----------------------|
| a. Amount of unrestricted funds appropriated by local government | 19a. | <input type="text"/> |
| b. Amount of restricted funds appropriated by local government | 19b. | <input type="text"/> |
| c. Value of Contract Services | 19c. | <input type="text"/> |
| d. Value of in-kind goods/services received from local government | 19d. | <input type="text"/> |

20. **TOTAL: LOCAL PUBLIC RESOURCES**

21. If any of these resources were also reported under items 15 or 17, (Federal or State resources) please estimate the amount.

22. Private Sector Resources

- | | | |
|---|------|----------------------|
| a. Funds from foundations, corps., United Way, other nonprofits | 22a. | <input type="text"/> |
| b. Other donated funds | 22b. | <input type="text"/> |
| c. Value of other donated items, food, clothing, furniture, etc. | 22c. | <input type="text"/> |
| d. Value of in-kind services received from businesses | 22d. | <input type="text"/> |
| e. Payments by clients for services | 22e. | <input type="text"/> |
| f. Payments by private entities for goods or services for low-income clients or communities | 22f. | <input type="text"/> |

23. **TOTAL: PRIVATE SECTOR RESOURCES**

24. If any of these resources were also included in subtotal items 15, 17, or 20 (Federal, State, or Local resources) please estimate the amount.

ALL NON-CSBG RESOURCES
 25. **TOTAL: (FEDERAL, STATE, LOCAL, PRIVATE)**
 less amount of double count from items 18, 21, and 24

26. **TOTAL** including CSBG
 (Item 25 plus item 2)

Section G Program Participant Characteristics

1. Name of Agency Reporting

2a. Total Non CSBG Resources Reported in Section F

2b. Total amount of CSBG Funds allocated

Total Resources for FY 2013 (2a + 2b)

3. Total unduplicated number of persons about whom one or more characteristics were obtained:
 4. Total unduplicated number of persons about whom no characteristics were obtained:
 5. Total unduplicated number of families about whom one or more characteristics were obtained:
 6. Total unduplicated number of families about whom no characteristics were obtained:

7. Gender		Number of Persons*	13. Family Size		Number of Families***
a. Male			a. One		
b. Female			b. Two		
TOTAL*			c. Three		
8. Age			d. Four		
a. 0 - 5			e. Five		
b. 6 - 11			f. Six		
c. 12 - 17			g. Seven		
d. 18 - 23			h. Eight or more		
e. 24 - 44			TOTAL***		
f. 45 - 54			14. Source of Family Income		
g. 55 - 69			a. Unduplicated # Families Reporting One or More Sources of Income		
h. 70+			b. Unduplicated # Families Reporting Zero Income		
TOTAL*			TOTAL Unduplicated # Families Reporting One or More Sources of Income or Zero Income.***		
9. Ethnicity/Race			Below please report the total # of families identifying the applicable sources of income		
I. Ethnicity			c. TANF		
a. Hispanic, Latino or Spanish Origin			d. SSI		
b. Not Hispanic, Latino, or Spanish Origin			e. Social Security		
TOTAL*			f. Pension		
II. Race			g. General Assistance		
a. White			h. Unemployment Insurance		
b. Black or African American			i. Employment + Other Source		
c. American Indian and Alaska Native			j. Employment Only		
d. Asian			k. Other		
e. Native Hawaiian and Other Pacific Islander			l. Total (Items c-k)		
f. Other			15. Level of Family Income (% of HHS Guideline)		
g. Multi-Race (any two or more of the above)			a. Up to 50%		
TOTAL*			b. 51% to 75%		
10. Education Levels of Adults # (If For Adults 24 Years Or Older Only)			c. 76% to 100%		
a. 0-8			d. 101% to 125%		
b. 9-12/Non-Graduate			e. 126% to 150%		
c. High School Graduate/GED			f. 151% to 175%		
d. 12+ Some Post Secondary			g. 176% to 200%		
e. 2 or 4 years College Graduate			h. 201% and over		
TOTAL**			TOTAL***		
11. Other Characteristics			16. Housing		
a. Health Insurance	Yes	No	TOTAL*		
b. Disabled					
12. Family Type			a. Own		
a. Single Parent Female			b. Rent		
b. Single Parent Male			c. Homeless		
c. Two Parent Household			d. Other*		
d. Single Person			TOTAL***		
e. Two Adults NO children			e. *Please describe housing situations included in 16. d. Other:		
f. Other					
TOTAL***					

* The sum of this category should not exceed the value of item 3
 ** The sum of this category should not exceed the value of items 8 e-h
 *** The sum of this category should not exceed the value of item 5

Outcome of Efforts, FY 2013

National Performance Indicators - Agency Level Forms

Name of Agency Reporting: _____

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1.1 Employment: The number of participants who obtained participants who get a job or become self-employed as a result of CSBG Although Assessor is measured by one or more of the following:	I. Number of Participants Achieved in Reporting Period (Planned)	II. Number of Participants Expected to Achieve Outcome in Reporting Period (Planned)	III. Number of Participants Achieving Outcome in Reporting Period (Actual)	IV. Percentage Achieving Outcome in Reporting Period (Actual)
A. Unemployed and obtained a job				#DIV/0!
B. Employed and maintained a job for at least 90 days				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits				#DIV/0!
D. Achieved "living wage" employment and/or benefits				#DIV/0!
In the rows below, please include any additional indicators that were not captured above.				
				#DIV/0!
				#DIV/0!
				#DIV/0!

Exhibit F - CSBG IS Survey

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 12 Employment Supports The number of low-income participants for whom barriers to employment, including employment services not obtained through assistance from Community Action, are measured by one or more of the following:	F. Number of Participants Enrolled in Programs (a)	H. Number of Participants Achieving Outcomes in Reporting Period (b)
A. Obtained skills/competencies required for employment		
B. Completed ABE/GED and received certificate or diploma		
C. Completed post-secondary education program and obtained certificate or diploma		
D. Enrolled children in before or after school programs		
E. Obtained care for child or other dependant		
F. Obtained access to reliable transportation and/or driver's license		
G. Obtained health care services for themselves or family member		
H. Obtained and/or maintained safe and affordable housing		
I. Obtained food assistance		
J. Obtained non-emergency LIHEAP energy assistance		
K. Obtained non-emergency WX energy assistance		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 1: Low-income people become more self-sufficient.

	National Performance Indicator 1.3 Economic Asset Enhancement and Utilization The number and percentage of program households that receive an increase in financial assets and financial skills as a result of Community Action assistance and the aggregated amount of those assets and resources for all participants achieving the outcomes as measured by any one or more of the following:	III) Number of Participants Enrolled in Program(s) (#)	II) Number of Participants Expected to Achieve Outcome in Reporting Period (Actual) (#)	I) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	IV) Percent of Achieving Outcomes in Reporting Period [(I)/(II)] x 100 (%)	V) Aggregated Dollar Amounts (Payments, Credits, or Savings) (\$)
E N H A N C E M E N T	A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits				#DIV/0!	
	B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments				#DIV/0!	
	C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings				#DIV/0!	
In the rows below, please include any additional indicators that were not captured above.						
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	

Exhibit F - CSBG IS Survey

Goal 1: Low-income people become more self-sufficient.

	National Performance Indicators 1 (Continued)	Number of Participants Served in Program(s)	Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	Number of Participants Achieving Outcome in Reporting Period (Actual)	Percentage Achieving Outcome in Reporting Period (100% = 100%)	Aggregated Dollar Amounts (Payments, Credits, or Savings)
	Concerns Self-Enhancement and Utilization					
U T I L I Z A T I O N	D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days				#DIV/0!	N/A
	E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account				#DIV/0!	N/A
	F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings				#DIV/0!	
	G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings				#DIV/0!	
	H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings				#DIV/0!	
	I. Number and percent of participants purchasing a home with accumulated IDA or other savings				#DIV/0!	
	J. Number and percent of participants purchasing other assets with accumulated IDA or other savings				#DIV/0!	
In the rows below, please include any additional indicators that were not captured above.						
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	

Exhibit F - CSBG IS Survey

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator: Community Improvement and Revitalization Increase in the quantity of sustained opportunities and community resources in services for low-income people in the community as a result of Community Action project initiative activity within the public and private agencies as measured by one or more of the following:	(I) Number of Projects or Initiatives (#)	(II) Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Jobs created, or saved, from reduction or elimination in the community		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community		
C. Safe and affordable housing units created in the community		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/BED, and post secondary education		
In the rows below, please include any additional indicators that were not captured above.		

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.1 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by Community Action initiatives or advocacy, as measured by one or more of the following:	(A) Number of Problem Initiatives or Advocacy Efforts	(B) Number of Community Assets, Services or Facilities Preserved or Increased
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets		
B. Increase in the availability or preservation of community facilities		
C. Increase in the availability or preservation of community services to improve public health and safety		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods		
E. Increase in or preservation of neighborhood quality-of-life resources		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

National Performance Indicator 2.2 Community Engagement The number of community members working with Community Action to improve conditions in the community	(A) Total Contribution by Community
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours)	

Goal 3: Low-income people own a stake in their community.

National Performance Indicator 11 Community Empowerment through Maximum Feasible Participation	1) Total Number of Volunteer Hours
The number of volunteer hours donated to Community Action	(#)
A. Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 12 Community Empowerment through Maximum Feasible Participation	2) Number of Low-income People
The number of low-income people mobilized as a direct result of Community Action initiatives to engage in activities that support and create their own well-being and that of their community, as measured by one or more of the following:	(#)
A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts	
B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance	
C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

National Performance Indicator 4.1 Expanding Opportunities through Community-Wide Partnerships The number of organizations that (public and private) that currently actively work with local and state agencies and providers to coordinate, plan, family and community outcomes	(a) Number of Organizations	(b) Number of Partnerships
A. Nonprofit		
B. Faith Based		
C. Local Government		
D. State Government		
E. Federal Government		
F. For-Profit Business or Corporation		
G. Consortia/Collaboration		
H. Housing Consortia/Collaboration		
I. School Districts		
J. Institutions of post secondary education/training		
K. Financial/Banking Institutions		
L. Health Service Institutions		
M. State wide associations or collaborations		
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.		
N. The total number of organizations and total number of partnerships CAAs work with to promote family and community outcomes (automatically calculates)	0	0

Goal 5: Agencies increase their capacity to achieve results.

National Performance Indicator 5.1	
Agency Development	
The number of human capital resources available to Community Action that increase agency capacity to achieve its community outcomes as measured by one or more of the following:	Resources in Agency
A. Number of Certified Community Action Professionals	
B. Number of Nationally Certified ROMA Trainers	
C. Number of Family Development Certified Staff	
D. Number of Child Development Certified Staff	
E. Number of staff attending trainings	
F. Number of board members attending trainings	
G. Hours of staff in trainings	
H. Hours of board members in trainings	
In the rows below, please include any additional indicators that were not captured above.	

Exhibit F - CSBG IS Survey

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6-1 Independence Living	(b)	(c) Number of Vulnerable Individuals Living Independently
The number of vulnerable individuals receiving services from Community Action who report an independence living situation as a result of those services.	(b)	(c)
A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over)		
B. Individuals with Disabilities		
Ages: 0-17		
18-54		
55-over		
Age Unknown		
TOTAL Individuals with disabilities (automatically calculates)		0
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

National Performance Indicator 6-2 Emergency Assistance	(b) Number of Individuals Seeking Assistance	(c) Number of Individuals Receiving Assistance
The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided (including such services as:	(b)	(c)
A. Emergency Food		
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources		
C. Emergency Rent or Mortgage Assistance		
D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)		
E. Emergency Temporary Shelter		
F. Emergency Medical Care		
G. Emergency Protection from Violence		
H. Emergency Legal Assistance		
I. Emergency Transportation		
J. Emergency Disaster Relief		
K. Emergency Clothing		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator (NPI)			II. Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	III. Number of Participants Achieving Outcome in Reporting Period (Actual)	IV. Percentage Achieving Outcome in Reporting Period (NPI %)
Child and Family Development		I. Number of Participants Enrolled in Program(s)			
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental, educational programs who achieve program goals as measured by one or more goals followed:					
I N F A N T S & C H I L D R E N	A. Infants and children obtain age-appropriate immunizations, medical, and dental care				#DIV/0!
	B. Infant and child health and physical development are improved as a result of adequate nutrition				#DIV/0!
	C. Children participate in pre-school activities to develop school readiness skills				#DIV/0!
	D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade				#DIV/0!
Y O U T H	E. Youth improve health and physical development				#DIV/0!
	F. Youth improve social/emotional development				#DIV/0!
	G. Youth avoid risk-taking behavior for a defined period of time				#DIV/0!
	H. Youth have reduced involvement with criminal justice system				#DIV/0!
A D U L T S	I. Youth increase academic, athletic, or social skills for school success				#DIV/0!
	J. Parents and other adults learn and exhibit improved parenting skills				#DIV/0!
	K. Parents and other adults learn and exhibit improved family functioning skills				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>					
					#DIV/0!
					#DIV/0!
					#DIV/0!

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6-1	1) Number of Participants Enrolled in Program(s)	2) Number of Participants Achieving Outcome in Reporting Period
Family Support (Seniors, Disabled and Caregivers) Low-income people who are unable to work especially seniors, adults with disabilities and caregivers of whom families and family stability are negatively impacted, as measured by one or more of the following:	(#)	(#)
A. Enrolled children in before or after school programs		
B. Obtained care for child or other dependant		
C. Obtained access to reliable transportation and/or driver's license		
D. Obtained health care services for themselves or family member		
E. Obtained and/or maintained safe and affordable housing		
F. Obtained food assistance		
G. Obtained non-emergency LIHEAP energy assistance		
H. Obtained non-emergency WX energy assistance		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX)		

National Performance Indicator 6-2	1) Number of Services
Service Counts The number of services provided to low-income individuals and/or families as measured by one or more of the following:	(#)
A. Food Boxes	
B. Pounds of Food	
C. Units of Clothing	
D. Rides Provided	
E. Information and Referral Calls	

A. HOUSEHOLD VOUCHERS

1. **STCS HH # and STCS \$** - Enter the number of households that received STCS services during the report month. Enter the total dollar amount for the Households that received STCS services during the reporting month. Data should be provided according to the categories: a) utility assistance, b) mortgage, rent or motel, and c) special needs.
2. **LIHEAP HH # and LIHEAP \$** - Enter the number of households that received regular utility assistance and Mortgage, Rent or Motel assistance during the report month. Enter the total dollar amount that the Household received regular LIHEAP and Mortgage, Rent or Motel assistance during the reporting month. Include regular utility payments and deposits.
3. **LIHEAP Supplemental HH # and LIHEAP Supplemental \$** - Enter the number of households that received Supplemental Utility Assistance for the reporting month. Enter the dollar amount for the Households that received Supplemental LIHEAP assistance for the reporting month. This data should not be included under #2 "LIHEAP HH # and LIHEAP \$".
4. **LIHEAP Assurance 16 HH# and LIHEAP Assurance 16\$** - Enter the number of households that received utility assistance and energy conservation education under the Assurance 16 program component. Include both deposits and utility payments. Also enter the dollar amount for the households that received services for the reporting month. The households and funds reported here should also be reported under "LIHEAP #" and "LIHEAP \$", and/or under "LIHEAP Supplemental" and "LIHEAP Supplemental \$".
5. **Other HH # and Other \$** - Enter the number and dollar amount of households that received assistance for the reporting month for utilities, mortgage/rent/motel, or special needs from other sources such as CSBG, ESG, local funds, Energy Assistance Funds or non-DAAS funds as listed on the itemized service budget.
6. **Neighbors Helping Neighbors (NHN)** - Enter the number of households that received a utility assistance payment funded with the NHN funds during the reporting month. This number should NOT be included in either Regular or Supplemental LIHEAP. Enter the dollar amount for the household for the reporting month.
7. **LIHEAP Total HH # - NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

3. LIHEAP ASSISTED HOUSEHOLDS ONLY

Under "Number of Assisted Households", (Regular LIHEAP Category and/or the Supplemental LIHEAP category). **NO DATA ENTRY REQUIRED; THE CELLS WILL AUTO-POPULATE BASED UPON DATA ENTERED IN A.2 AND A.3 FOR THE REPORT MONTH.**

1. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was under 75% of FPL.
2. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 75% to 100% of FPL.
3. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 101% to 125% of FPL.
4. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 126% and 150% of FPL.
5. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was over 150% of FPL.
6. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

3. Vulnerable Categories

1. Enter the number of households that contained a member Age 60 or older in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
2. Enter the number of households which contained a Disabled Household Member in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
3. Enter the number of households which contained a Household Member Age 5 or Younger in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
4. **Number of households by Any Vulnerable Group for EACH Type of Assistance (9) UNDUPLICATED Elderly/Disabled/Young Child** - For each type of LIHEAP assistance provided, include the unduplicated number of households that had at least one member belonging to any of the three vulnerable household groups. For example, if a Utility Assistance was provided to a household that includes any vulnerable members, then count that household once under any vulnerable group (Elderly, Disabled, or Young Child) for regular LIHEAP. **THIS DATA MUST BE UNDUPLICATED ACROSS THE VULNERABLE CATEGORIES.** (Another example: If a Household contained one member who was disabled and one member who was Age 5 or Younger, this household would be counted only **ONCE**).

3. UNDUPLICATED NUMBER OF HOUSEHOLDS SERVED BY ANY TYPE OF LIHEAP ASSISTANCE

Enter the total number of Households that received LIHEAP Assistance. **THIS DATA MUST BE UNDUPLICATED.** Count a household once that received at least one type of LIHEAP assistance regardless of the type(s) of assistance provided. For example, if a household received a regular LIHEAP assistance benefit and a LIHEAP Supplemental assistance benefit, then count that household **once** under ANY Type of LIHEAP assistance, regardless of receiving two types of LIHEAP assistance.

3. LIHEAP APPLICANT HOUSEHOLDS - ALL CATEGORIES REGARDLESS OF WHETHER ASSISTED

1. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whether or not assisted for the report month. (This should include households that were denied, turned away, etc.)
2. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is under 75% of FPL, whether assisted or not.
3. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 75 to 100% of FPL, whether assisted or not.
4. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 101% to 125% of FPL, whether assisted or not.
5. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 126% to 150% of FPL, whether assisted or not.
6. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is over 150% of FPL, whether assisted or not.
7. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY**

F1. Disconnect Notice/Non-delivery Notice and Currently Disconnected or out of Fuel Data (Energy Assistance Measures, Table 4, Tier 2 - Measures 3 and 4) This section reports the number of unduplicated households that were already disconnected or were out of fuel/had no service at time of the application. Do Not input data in cells that have "0"'s and are highlighted in light yellow. They will self-populate.

SFY 2015 CASE MANAGEMENT INSTRUCTIONS

1. Regular LIHEAP – Enter the number of households that had a Disconnect Notice or Non-Delivery Notice prior to receiving the LIHEAP benefit.
 2. Supplemental LIHEAP – Enter the number of households that were Disconnected or Out of Fuel or who had No Service Prior to receiving the LIHEAP benefit.
 3. Total of both type of LIHEAP – Enter the total of both LIHEAP and Supplemental LIHEAP assistance. This data will be duplicated as the measure is collecting data on how many times a household has Disconnect or Non-delivery Notices and how many times they have been Disconnected/Out of Fuel or had No Service prior to the benefit.
- F2. Household Energy Education by Type (Assurance 16 – Energy Education, Advocacy, Counseling) - Enter HH Count with type of education HH received. This section can be duplicated.**
- LIHEAP Performance Measure - (Household Client Services Measures Table 9, Tier 1 Measures 1 & 2)
1. In office – Enter the number of households that received Energy Education offered in the office. This can be a workshop offered in the office, a brochure offered in the office.
 2. In Home – Enter the number of households that received Energy Education offered in the home.
 3. Workshop – Enter the number of households that received Energy Education offered through a workshop offered off-site or out of the office.
 4. Mailed Kit (other) - Enter the number of households that received Energy Education offered through mailing a educational kit to the household's home. Most Service Providers do not utilize this type of delivery for education, therefore; it can also be used for "other" means of education delivery. Enter a note in the "Service Provider Notes to DES;" section defining what "other" delivery system means.
- Total – No data entry necessary in this cell. It will automatically populate. Do not alter formula!

EXHIBIT I

ILE - Division of Adult and Child Services - Community Action Tribal Area Management Monthly Report - FY2013
 Agency Name: _____ Contact N: _____
 Telephone #: _____
 Date of Report: _____

The black shaded areas do not apply to tribal reporting.

A. HOUSEHOLD VOUCHERS									
Utility Assistance									
Medical, Rent, or Cash									
Special Needs									
TOTAL	0	0	0	0	0	0	0	0	0

B. LIHEAP APPLICANT HOUSEHOLDS ONLY									
Regular LIHEAP									
Supplemental LIHEAP									
TOTAL	0	0	0	0	0	0	0	0	0

C. LIHEAP APPLICANT HOUSEHOLDS - ALL CATEGORIES, REGARDLESS OF WHETHER APPLICANT									
Regular LIHEAP									
Supplemental LIHEAP									
TOTAL	0	0	0	0	0	0	0	0	0

Total applicant households

Exhibit J

LIHEAP ONLY Household Report - Estimated Data for FFY 2014

AGENCY Name: _____

Contact Person: _____

Reporting Period: Oct. 1, 2013 - June 30, 2014

Date Submitted: _____

Phone Number: _____

Due to DES 8-15-13

This form is to be used by Service Providers that have an extended LIHEAP funding. The FFY 2013 LIHEAP Assisted Household Report collects LIHEAP data only. The reporting period is from 10-1-13 through 6-30-14. It is understood that data is not available for July, August and September 2014, however data for 10-1-13 through 6-30-14 should be available and be reported. This report has been simplified so Arizona only reports on the worksheet below. The numbering (1, 2, 3, 4 and 7) remains consistent with the Federal Report Form. Refer to these numbers when reading federal instructions. Do not report data in the grey or yellow cells. The yellow cells will not be published. Requested data is optional, Number 1, Heating/Cooling reports LIHEAP data, Number 2 reports LIHEAP Supplemental and Number 6 reports weatherization, if applicable. Number 7 reports any type of LIHEAP assistance (unduplicated). Section A reports households that were assisted by LIHEAP funding and Section B reports LIHEAP applicant households regardless of whether assisted. Section B data should be equal or more than Section A data. For example: Section A LIHEAP Assisted Households, 1. Heating/Cooling, Under 75% Poverty (cell E18) should be equal or less to Section B LIHEAP Applicant Households (regardless of whether assisted), 1. Heating/Cooling, Under 75% Poverty (cell E44) Instructions to this report can be viewed at: http://www.azdhs.gov/dhs/programs/elderly/assistedhouseholdreportinstructions_june_june_11_04-03-12.pdf. Email the completed form to KCRoss@arizona.gov copying GStobbe@arizona.gov. If you have any questions please email or call Kathleen Ross at (602) 968-8822 or (602) 968-8822 or kross@arizona.gov. For detailed instructions: http://www.azdhs.gov/dhs/programs/elderly/assistedhouseholdreportinstructions_june_june_11_04-03-12.pdf

A. LIHEAP ASSISTED HOUSEHOLDS

Type of LIHEAP Assistance	Number of Assisted Households	REQUIRED DATA					At least one member who is				
		Calculated Total	Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 150% poverty	Over 150% poverty	60 year or older (elderly)	Disabled	Age 5 Years or under (young child)	UNDUPLICATED Elderly, disabled, or young child
1. Heating/Cooling*											
2. LIHEAP SUPPLEMENTAL											
6. LIHEAP Weatherization											
7. Any type of LIHEAP Assistance (unduplicated)											0

At least one member who is	
Age 2 years and younger	Age 3 years through 5 years

B. LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted) (Section B must be equal to or greater than Section A)

Type of assistance	Number of applicant households	REQUIRED DATA					Income Data Unavailable
		Calculated Total	Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 150% poverty	
1. Heating/Cooling*							
2. LIHEAP SUPPLEMENTAL							
6. LIHEAP Weatherization							

Service Provider Notes:

**Annual SSBG Report
Arizona Department of Economic Security
Division of Aging and Adult Services (DAAS)**

Reporting Agency Completes the Following Information

AGENCY:	SFY20XX (July 1, 20XX- June 30, 20XX)
SUBMITTED BY:	DAAS CONTRACT NUMBER(S):
PHONE NUMBER:	

Purpose

Data from this report is aggregated by the Department of Economic Security and used to compile the annual Social Service Block Grant (SSBG) report that is submitted to the federal Department of Health and Human Services.

Instructions

- Column 1.** Automatically populated for the DAAS contracted service(s) only that is supported with SSBG.
- Column 2.** Enter the total number of unduplicated adults served in the service regardless of fund source when the **Primary Client is the Adult** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.
- Column 3.** Enter the total number of unduplicated children served in the service regardless of fund source when the **Primary Client is the Child** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.
- This report must accompany the June Invoice.**

CLIENTS SERVED		
1. DAAS Contracted Service	2. Number of Unduplicated Adults	3. Number of Unduplicated Children
Case Management		

Exhibit O
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
LIHEAP LEVERAGING REPORT
RESOURCE/BENEFIT DESCRIPTION PAGES

Complete this form for each separate leveraged resource/benefit that the grantee proposes to count for this base period. Only resources/benefits that are provided to low income households (as defined in 45 CFR 96.87(b)(6)) may be counted.

Grantee: _____ Base period: _____
Month/Day/Year - Month/Day/Year

1. Resource # _____

A. Resource/benefit name: _____

B. Gross value of countable benefits provided by resource during this base period: \$ _____

C. Amount of grantee's own funds used to leverage this resource (not including funds from grantee's Federal LIHEAP allotment): \$ _____

D. Costs and charges to low income households to participate/receive these benefits: \$ _____

E. Net value of countable benefits provided by resource during this base period (To calculate item E, subtract items C and D from item B): \$ _____

2. Type of resource: _____ Cash _____ Discount/waiver _____ In-kind contribution

If more than one type of resource is claimed: Gross value of countable benefits provided by each type of resource:

3. Source of resource:

4. Brief description of resource:

5. Brief description of benefit(s) provided to low income households by this resource (if benefits are different from resource as described in item 4, or if more information is needed):

6. Geographical area in which benefits were provided:

7. Month(s) and year(s) when benefits were provided to recipients during this base period:

8. Number of low income households to whom benefits were provided in this base period: _____

9. Eligibility standard(s) for low income households to whom benefits were provided:

- Income at or below 150% of the poverty level
Income at or below 60% of State median income
Other-Specify:

10. Agency/agencies that administered resource/benefits:

11. Source(s) of data used to determine value of resource/benefits, and to determine associated costs to grantee and to recipient low income households:

12. Brief description of how resource/benefits' value was quantified and how gross value of countable benefits was calculated, and how any offsetting costs to recipient low income households were calculated; also, for discounts, reduced rate/price actually paid, and fair market value:

13. Criterion/criteria in 45 CFR 96.87(d)(2) that resource/benefits meet (check one or two): (Criteria are summarized below. For full text, see regulations and instructions for form.)

_____ (i) The grantee's LIHEAP program had an active, substantive, significant role in developing and/or acquiring the resource/benefits from home energy vendor(s) through negotiation, regulation, and/or competitive bid.

_____ (ii) The resource/benefit(s) were distributed through (within, as part of) the grantee's LIHEAP program to low income households eligible under the grantee's LIHEAP standards, in accordance with the LIHEAP statute and regulations and the grantee's LIHEAP plan.

_____ (iii) The resource/benefit(s) were distributed to low income households as described in the grantee's LIHEAP plan, as a supplement and/or alternative to the grantee's LIHEAP program, outside (not through, within, or as part of) the LIHEAP program. They met at least one of conditions A through H demonstrating that they were integrated and coordinated with the grantee's LIHEAP program.

14. If criterion (i) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of specific role of grantee's LIHEAP program in development and/or acquisition of resource/benefits, demonstrating that involvement of LIHEAP program was active, substantive, and significant.

15. If criterion (iii) is checked in item 13: Condition(s) under criterion (iii) that resource meets that demonstrate(s) resource's integration/coordination with grantee's LIHEAP program (check one or more):

_____ A _____ B _____ C _____ D _____ E _____ F _____ G _____ H

16. If criterion (iii) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of how resource/benefits were integrated and coordinated with grantee's LIHEAP program.