

SERIAL 13051 ITN COMMUNITY ACTION PROGRAM SERVICES
Contract - Foundation for Senior Living

DATE OF LAST REVISION: June 23, 2014

CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH JUNE 30, ~~2014~~ 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **COMMUNITY ACTION PROGRAM SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 27, 2013 (Eff. 07/01/13)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

IG/mm
Attach

Copy to: Office of Procurement Services
Sandra Mendez, Human Services

(Please remove Serial 09138-ITN from your contract notebooks)



CONTRACT PURSUANT TO ITN

COMMUNITY ACTION PROGRAM SERVICES

This Contract is entered into this 27th day of July, 2013 by and between Maricopa County (“County” or “Department”), a political subdivision of the State of Arizona, and **Foundation for Senior Living**, an Arizona corporation (“Contractor”) for the provision of Crisis Case Management and Financial Assistance services in the Wickenburg Community Service Area (CSA). The County or Department and the Contractor are collectively referred to as “Parties” or individually as “party.”

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of July, 2013 and ending the 30th day of June, ~~2014~~ **2016**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 On or before the tenth (10th) working day of the month following a month of service delivery by the Contractor, the Contractor shall submit a proper invoice to be considerate for performance of the duties described herein. Upon approval of such invoice as described in Section 2.3.1 below, the County shall compensate Contractor no more than monthly and for a total amount not to exceed the sum(s) stated in **Exhibit “A”** for the Contract term.
- 2.2 Payment shall be made upon the County’s receipt of a properly completed invoice as listed below.

2.3 CLAIMS:

The Contractor shall submit a monthly Financial Claim Form (Claim) to Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) before payment(s) can be made by the County as provided for under this Contract. At a minimum, Claim must provide sufficient backup supporting the current amount requested for the month. A template Claim form shall be provided by the MCHSD/CSD to the Contractor for its use.

- 2.3.1 Problems regarding billing or Claims shall be directed to the MCHSD/CSD as listed in this Contract.
- 2.3.2 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the

County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific Claims the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 2.3.4 Should the County make a disallowance on the Claim, the Claim will be processed for the reduced amount. If the Contractor disputes the amount or the reasons for a disallowance, the dispute shall be construed as a contract dispute concerning a question of fact within the meaning of the 'Disputes' clause of this Contract.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit B Scope of Work, or as otherwise directed in writing by the Procurement Officer.
- 4.2 Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall immediately notify the Procurement Officer in writing.

5.0 TERMS and CONDITIONS:

5.1 DEFINITIONS:

- 5.1.1 **ADES** means the Arizona Department of Economic Security.
- 5.1.2 **Agency** means the Contractor's business operation.
- 5.1.3 **Assistant Director** means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
- 5.1.4 **Chief Procurement Officer** means the head of the County's Office of Procurement Services.
- 5.1.5 **County** means Maricopa County, a political subdivision of the State of Arizona.
- 5.1.6 **County Procurement Officer** means County Office of Procurement Services staff person specifically responsible for administering this Contract and liaison with the County's Human Services Department.
- 5.1.7 **Department** means the Maricopa County Human Services Department, or MCHSD.
- 5.1.8 **Director** means the Director of the Department.
- 5.1.9 **Division** means the Community Services Division of the Department, or CSD.
- 5.1.10 **Juvenile** means any person under the age of eighteen (18).
- 5.1.11 **Provider** means the Contractor and any (County pre-approved) Subcontractor providing services under this Contract.

- 5.1.12 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 5.1.13 **Subcontractor** means an entity employed by or funded through the Contractor, previously-approved by MCHSD and tasked with performing any of the work or service provision under this Contract.
- 5.1.14 **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.

5.2 INDEMNIFICATION:

- 5.2.1 The Contractor shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Contract, 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 Contractor and any of its Subcontractors, or any of the directors, officers, agents, or employees of Contractor and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of the Contractor or any of its Subcontractors 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 the Contractor and any of its Subcontractors from and against any and all claims. It is agreed that the Contractor and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- 5.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.2.3 The scope of this indemnification does not extend to the sole negligence of County.

5.3 INSURANCE REQUIREMENTS:

The Contractor and any of its subcontractors shall procure and maintain such insurance requirements until all of their obligations have been discharged and any warranty periods under this Contract are satisfied, including any 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, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County and State of Arizona in no way warrant 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, his agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

5.3.1 **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 \$2,000,000
- 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
- **Sexual Abuse/Molestation \$1,000,000**

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

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.

- a. The policy shall be endorsed to include the following additional insured language: *“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees 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 Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the 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.

- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Work Statement under this Contract.

5. **Sexual molestation and physical abuse**

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

5.3.2 **ADDITIONAL INSURANCE REQUIREMENTS:**

The policies, except Worker's Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

1. Maricopa County, the State of Arizona, and their respective departments, agencies, boards, commissions, and their respective officers, officials, agents, and employees and the Contractor shall be additional insured's to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's and its subcontractors' insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's and its subcontractors' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the subcontractors shall not be limited to the liability assumed under the indemnification provisions of their contracts with the Contractor.

5.3.3 **NOTICE OF CANCELLATION:**

With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department (Attn: Community Services Division), 234 N. Central Avenue, Ste 3000, Phoenix, AZ 85004, and shall be sent by certified mail, return receipt requested.

5.3.4 **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 County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program 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 requirement listed in this Contract. If the Contractor or its Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the Contract or Contractor's Subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

5.3.5 VERIFICATION OF COVERAGE:

Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) 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 Maricopa County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract's contract term. 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 Maricopa County Human Services Department (Attn: Community Services Division), 234 N. Central Avenue, Ste 3000, Phoenix, AZ 85004. The County's Contract number is to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

5.3.6 APPROVAL:

Any modification or variation of these Insurance Requirements under this Contract must have prior approval from Maricopa County Risk Management, whose decision shall be final. Such approval will not require a formal contract amendment, but may be made by administrative action, as indicated in Sections 5.52.3 (Changes Originated by the Department) and 5.53 (Contractor Changes).

5.3.7 EXCEPTIONS:

As the other Party to this Contract, the Contractor is not a public entity and shall provide a certificate of insurance or self-insurance to the County. In the event the Contractor's subcontractor(s) is/are a public entity, then the Insurance Requirements may, based upon the sole discretion of the County, not apply. Such subcontractor public entity may, based upon the sole discretion of the County, provide a certificate of self-insurance to the Contractor and may be provided to the County upon request.

5.4 WARRANTY OF SERVICES:

5.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.4.2 In addition to its other remedies, County 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 the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.5 CONTRACT COMPLIANCE MONITORING

The County will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

5.6 DRUG-FREE WORKPLACE ACT:

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

5.7 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.8 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Contractual issues:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Programmatic issues:

Maricopa County Human Services Department
Community Services Division (CSD)
234 N. Central Ave., Suite 3000
Phoenix, Arizona 85004

For Contractor:

Foundation for Senior Living
1201 East Thomas Road
Phoenix, AZ 85014

5.9 REQUIREMENTS CONTRACT:

5.9.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.9.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.9.3 Purchase orders will be cancelled in writing.

5.10 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice,

the Contractor shall immediately 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 County. 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 County 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.

5.11 TERMINATION FOR DEFAULT:

5.11.1 In addition to the rights reserved in the Contract, the County 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.

5.11.2 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 County on demand.

5.11.3 The County 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 County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.11.4 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.

5.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.13 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.18 RETENTION OF RECORDS:

5.18.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.20 ALTERNATIVE DISPUTE RESOLUTION:

5.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.20.1.1 Render a decision;

5.20.1.2 Notify the parties that the exhibits are available for retrieval; and

5.20.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.20.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.20.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.21 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.22 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.23 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

~~5.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~5.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~5.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.~~

5.26 CONTRACTOR LICENSE REQUIREMENT:

5.26.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

5.26.2 The Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. is the Contractor is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.27.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.27.1.2 Have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.27.1.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.27.1.4 Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause of default.

5.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with approved subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.28 CHANGES:

5.28.1 All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:

5.28.1.1 Description of services to be performed;

5.28.1.2 Time of performance (i.e., hours of the day, days of the week, etc.); and

5.28.1.3 Place of performance of the services.

5.28.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.

5.28.3 The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.

5.28.4 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.

5.28.5 Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

5.28.6 The Contractor shall notify Maricopa County Human Services Department's (MCHSD) CSD Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

5.28.6.1 Contractor staff funded through this Contract;

5.28.6.2 Contractor-authorized signatory;

5.28.6.3 Contractor address, phone, fax, email addresses; or

5.28.6.4 Contractor's contact person to whom contract notices should be sent.

5.29 COMPUTER HARDWARE/SOFTWARE:

The Contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between County and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and

monitored. Annually, Contractor shall submit an inventory of all County provided hardware and/or software to the Department Assistant Director.

5.30 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.31 BOND REQUIREMENT:

5.31.1 The Contractor shall not receive any initial reimbursements under this Contract in an amount greater than the Contractor's bonding limit. Contractor shall provide the Department Assistant Director with documentation of required bonding.

5.31.2 Contractor shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement whichever is greater.

5.31.3 Bonding requirements shall prevail throughout the term of this contract.

5.32 OFFICIALS NOT TO BENEFIT:

No member of the Department, Maricopa County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner will be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit

5.33 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

5.33.1 The Contractor shall, during the term of this Contract, immediately inform the Department Assistant Director in writing of the award of any other contract or grant including any other contract or grant awarded by the Department where the award of such contract or grant may affect either the direct or indirect costs being paid / reimbursed under this Contract. Failure by the Contractor to notify the Department of such award shall be considered a violation of the Contract and the Department shall have the right to annul this Contract without liability.

5.33.2 The Department Assistant Director may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the Department Assistant Director the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.

5.33.3 If the Department Assistant Director determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under this Contract, the Department Assistant Director will prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

5.34 EQUAL EMPLOYMENT OPPORTUNITY:

5.34.1 Contractor shall comply with Executive Order 75-5, as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

5.34.2 The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336), and as may be amended. The Contractor shall comply with the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

5.35 FINANCIAL MANAGEMENT

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Contract, or an accounting system that assures the safeguarding and accountability of all assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by the Department in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

5.36 GOVERNOR'S EXECUTIVE ORDER NO. 88-26:

The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

5.37 GRIEVANCE PROCEDURE:

The Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

5.38 INDEPENDENT AUDITOR FINANCIAL REPORT:

A copy of the Contractor's Annual Independent Auditor's Report for the term of the Contract must be submitted to the Department when it becomes available.

5.39 LOBBYING:

5.39.1 The Contractor certifies to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of either party, 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 the awarding of any Federal agreement, 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.

5.39.2 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, either party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.39.3 The Contractor shall require that the language of Lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.39.4 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 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.

5.40 MINIMUM WAGE REQUIREMENTS:

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

5.41 OFFSHORE PERFORMANCE OF WORK PROHIBITED:

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. The provision applies to work performed by subcontractors at all tiers.

5.42 POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property or services contributed by the Department or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

5.43 RECOGNITION OF DEPARTMENT SUPPORT:

The Contractor agrees to give recognition to the Department, Maricopa County and the funding source for its support when the Contractor publishes material or releases public information which is paid for totally or in part, with funds received by the Contractor under the terms of this Contract.

5.44 RELIGIOUS ACTIVITY COSTS:

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

5.45 SAFEGUARDING OF PARTICIPANT/CLIENT INFORMATION:

5.45.1 The use of disclosure by any party of any information concerning an applicant for, or recipient of, service under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all subcontracts.

5.45.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. MCHSD/CSD will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

5.46 SINGLE AUDIT ACT REQUIREMENTS:

Contractors in receipt of Federal funds through the Department are subject to Federal audit requirements according to P.L. 98-502, "The Single Audit Act". The Contractor shall comply with OMB A-133. Upon completion, such audits shall be made available for public inspection and submitted to the other party for review within thirty (30) days of completion. Audits shall be

submitted within the nine (9) months following the close of the fiscal year. Contractor shall take corrective actions within six (6) months of the date of receipt of the reports. Contractor shall consider sanctions as described in section 17 OMB A-128 for non-compliance with the audit requirements.

5.47 STAFF AND VOLUNTEER TRAINING:

The Department may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the Department.

5.48 TECHNICAL ASSISTANCE:

The Department will provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

5.49 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse The Department for the services not supported and documented.

5.50 ALLOCATION OF FUNDING:

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in the contractor's agreement. Allocations may be adjusted based on documented client need, census determinations, over, under or non-performance of contract.

5.51 EFFECT:

To the extent that the Work Statement(s) and the Terms and Conditions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment.

5.52 CHANGES ORIGINATED BY THE DEPARTMENT:

Budget Adjustments: If changes do not result in an increase or reduction of the total contract budget amount and result in **more** than a 10% change in an itemized service budget category subtotal, changes will take place with budget change order sheets executed, approved and signed by both the Department Assistant Director and Contractor agency director.

Changes that result in an increase or decrease in the total contract budget will require a formal contract amendment as prescribed by Section 5.17 under this Contract.

Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the Disputes section under this Contract and shall be adjusted accordingly.

The Department Assistant Director may, at any time, make changes by written order to the general scope of this contract in any or all of the following areas and methods:

5.52.1 Specific program rules, regulations, application procedures: These changes will be communicated in writing to subcontractor agency directors through revisions to the Maricopa County Human Services Department/Community Services Division Program Policy & Procedure Handbook and through written memorandums.

5.52.2 Minor work statement revisions: These changes will be communicated in writing to the subcontractor agency directors through written memorandums.

5.52.3 Administrative requirements such as reporting criteria: These changes will be communicated in writing to subcontractor agency directors through written memorandums.

5.53 **CONTRACTOR CHANGES:**

The Contractor is required to notify the Department Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

- agency staff funded with this contract
- agency authorized signatory
- agency address, phone, fax, email addresses
- person to whom contract notices should be sent
- any variation of insurance requirements as indicated in this Contract.

5.54 **DETERMINATIONS:**

The Department reserves the right to decrease contractor's budget or scope of services described herein based on any over, under or non-performance resulting from program overview and monitoring by MCHSD/Community Services Division staff. Such changes will be subject to Section 5.17 AMENDMENTS under this Contract.

5.55 **RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS:**

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/CSD Operations Manager or Assistant Director.

5.56 **DATA COLLECTION AND MANAGEMENT:**

Eligibility determination and documentation shall be completed for all applicants/clients and appropriate household members receiving services through this contract. The Contractor is responsible for adhering to MCHSD data entry requirements and for the timely, accurate data entry of information.

5.57 **COOPERATION IN TRAINING, PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES:**

The Contractor will be required to cooperate in needs assessments, training required by MCHSD CSD and planning and outcome measurement initiatives.

5.58 **REPORTING REQUIREMENTS:**

5.58.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th working day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th working day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

5.58.2 No later than the designated date, to be determined by the Department, following the termination of this contract, Contractor shall submit to the Department final program and fiscal reports. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

5.59 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

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

- 5.59.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.59.2 Contractor shall submit information directly to MCHSD CSD prior to employing or allowing any person to volunteer who provides such direct services under this Contract. MCHSD will request ADES to conduct Central Registry Background Checks on behalf of the Contractor. The results must indicate that the person has no disqualifying acts that would prohibit him/her from providing services to clients. 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 clients.
- 5.59.3 The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:
 - 5.59.3.1 Any person, their employees or volunteers who apply for a contract with MCHSD; or
 - 5.59.3.2 All employees/volunteers of the Contractor; or
 - 5.59.3.3 A subcontractor of the Contractor and any subcontractor employees or volunteers; or
 - 5.59.3.4 Prospective employees/volunteer of the Contractor or its subcontractor **before being employed or volunteering.**
- 5.59.4 The Contractor shall ensure all requirements of this Section are met in order to:
 - 5.59.4.1 Protect Clients
 - 5.59.4.2 Avoid Contract cancellation or termination for cause by the County.
 - 5.59.4.3 Include any salary/employee-related expenses on the monthly Financial Claim Form pertaining to any people included in clause 5.59.3 above.
- 5.59.5 **Before being employed or volunteering** in a position that provides direct services to children or vulnerable adults under this Contract, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated.
- 5.59.6 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.
- 5.59.7 Results from ADES of the Central Registry background checks shall be submitted to the Contractor within five (5) days of receipt by MCHSD/CSD.
- 5.59.8 The Contractor shall maintain the Central Registry Background Check results in a confidential file for six (6) years after termination of the Contract, or resolution of any audit issues, whichever is longer. This requirement is pursuant to the Retention of Records section under this Contract.

5.60 FINGERPRINTING

The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

- 5.60.1 Contractor and any subcontractor staff (pre-approved by the County) who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07. Such Contractor and subcontractor staff includes current employees, whether paid or not, those who transfer into a direct service position, volunteers, and new employees, whether paid or not.
- 5.60.2 If awaiting receipt of their clearance card, such staff shall provide services ONLY under direct visual supervision and oversight of an employee who possesses a fingerprint clearance card until staff is issued a valid fingerprint clearance card that meets the Level One requirements.
- 5.60.3 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 or vulnerable adults, 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.
- 5.60.4 Should a staff's fingerprint clearance card be revoked or suspended, such staff shall immediately be prohibited from providing services under this Contract unless granted a good cause exception pursuant to ARS 41-619.55. This Contract may be cancelled or terminated immediately should it be discovered the Contractor, or its subcontractor, did not prudently and immediately act upon such information.
- 5.60.5 Contractor staff, whether paid or not, who are required or allowed to provide services directly to juveniles, shall certify on forms provided by the Arizona Department of Economic Security and notarized whether they:
 - 5.60.5.1 Are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended); or
 - 5.60.5.2 Ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 5.60.6 The Contractor shall assume the costs of fingerprint checks. The Department may allow all or part of the costs of fingerprint clearance checks/cards to be included as an allowable, reimbursable cost under this Contract.
- 5.60.7 Upon receiving the valid fingerprint clearance card, Contractor shall forward a copy of the staff's card, front and back, to the MCHSD Community Services Division.

5.61 CODE OF CONDUCT

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

Additionally, the Contractor shall avoid any action that might create or result in the appearance of:

- 5.61.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract.
- 5.61.2 Acted on behalf of the County without appropriate authorization.
- 5.61.3 Provided favorable or unfavorable treatment to anyone.

5.61.4 Made a decision on behalf of the County that exceeded its authority, could result in partiality, or have a political consequence for the County.

5.61.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of The Department.

5.61.6 Loss of impartiality when advising The Department.

5.62 LEVEL OF SERVICES

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

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 these sources when such need is determined necessary by the Department.

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

5.63 PANDEMIC CONTRACTUAL PERFORMANCE

5.63.1 The Department shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The Department may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

5.63.1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

5.63.1.2 Alternative methods to ensure there are services or products in the supply chain.

5.63.1.3 An up to date list of agency contacts and organizational chart.

5.63.2 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 Department shall have the following rights:

5.63.2.1 After the official declaration of a pandemic, the Department may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

5.63.2.2 The Department 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.

5.63.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the Department, at its sole discretion may reinstate the temporarily voided contract(s).

5.64 PAYMENT RECOUPMENT

- 5.64.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 5.64.2 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated.
- 5.64.3 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department.
- 5.64.4 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
- 5.64.5 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- 5.64.6 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these Special Provisions.
- 5.64.7 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.
- 5.64.8 Any amounts received by the Contractor from the Department which are identified as a financial audit exception.
- 5.64.9 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.
- 5.64.10 Any payments made for services rendered before the contract begin date or after the contract termination date.

5.65 PERSONNEL

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

5.66 TRANSITION OF ACTIVITIES

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

5.67 UNALLOWABLE COSTS

- 5.67.1 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. In addition, the

Contractor shall comply with the following publications (including subsequent revisions), as applicable:

5.67.1.1 OMB Circular A-122 (now relocated to 2 CFR, Part 230) for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

5.67.1.2 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

5.68 SUBSTANTIAL INTEREST DISCLOSURE

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.

Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

5.69 COPYRIGHTS:

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

5.70 PATENTS:

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

5.71 NONDISCRIMINATION:

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

5.72 COMPETITIVE BID REQUIREMENTS:

Procurement of equipment with funds received under this Contract, and for a cost equal to or greater than \$1000, is prohibited under this Contract.

5.73 MATERIALS AND SUPPLIES:

Procurement of equipment with a cost less than \$1000 is considered materials and supplies.

Individual procurements, purchased with funds provided under this Agreement, of less than \$300 require oral price quotations from two or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations.

Individual procurements equal to or in excess of \$300 but less than \$1000, purchased with funds provided under this Agreement, are subject to a system of written quotes. Contractor shall keep and maintain a record of the vendors' written quotations.

5.74 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES:

The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement

5.75 PROPERTY:

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, unless the Department Assistant Director determines otherwise. The costs to repair such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Department Assistant Director.

5.76 EMPLOYMENT DISCLAIMER:

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

5.77 DATA COLLECTION AND MANAGEMENT:

Eligibility determination and documentation shall be completed for all applicants/clients and appropriate household members receiving services through this contract. The Contractor is responsible for adhering to MCHSD data entry requirements and for the timely, accurate data entry of information.

5.78 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

5.78.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

5.78.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

5.78.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

5.79 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

5.79.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.79.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.80 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

5.81 **INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

5.81.1 Exhibit A, Operating Budget;

5.81.2 Exhibit B; Scope of Service – Crisis Case Management and Financial Assistance Services;

5.81.3 Exhibit C, Community Service Area (CSA Map);

5.81.4 Exhibit D, Facility Location Chart

5.82 **COMMUNITY NEEDS ASSESSMENT ACTIVITIES:**

5.82.1 Contractor shall participate in County needs assessment activities related to the Contractor's community service area (CSA).

5.82.2 Upon request, the Contractor will provide to the County results of needs assessment activities or environmental scans conducted by the Contractor

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Guy Mikkelsen, President
PRINTED NAME AND TITLE

1201 E. Thomas Road
ADDRESS

7/8/2013
DATE

MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

7/22/13
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

July 18 2013
DATE

EXHIBIT A
OPERATING BUDGET for SFY14

Contract Operating Budget—MCHSD	July 1, 2013 to June 30, 2014
CONTRACTOR:	FSL Programs, Wickenburg
<hr/>	
-	-
<hr/>	
Service: Crisis Case Management and Financial Assistance Services	-
<hr/>	
Revenue Sources	
MCHSD*	-62,557.00
<hr/>	
Total Revenues	-62,557.00
<hr/>	
Budget Categories	-
<hr/>	
Personnel / ERE	-58,139.00
Travel/Materials & Supplies/Operating Services	-4,418.00
<hr/>	
Total Expenses	-62,557.00
<hr/>	
-	-
<hr/>	

*Funding will be allocated internally on a monthly basis
by Maricopa County Human Services Department/Financial Services.
Based on fund availability, funds utilized may include, but are not limited to:
SSBG, TANF, LIHEAP, County Funds and CSBG

EXHIBIT A

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Crisis Case Management & Financial Assistance Agency: FSL Programs
Contract Period: 07/01/2015 - 06/30/2016

1.	<u>PERSONNEL</u>		
	TOTAL PERSONNEL	\$56,518	\$56,518
2.	<u>EMPLOYEE RELATED EXPENSES</u>		
	TOTAL EMPLOYEE RELATED EXPENSES	\$14,263	\$14,263
3.	<u>PROFESSIONAL AND OUTSIDE SERVICES</u>		
	TOTAL PROFESSIONAL AND OUTSIDE SERVICES	\$2,084	\$2,084
4.	<u>TRAVEL</u>		
	TOTAL TRAVEL	\$815	\$815
5.	<u>SPACE</u>		
	TOTAL SPACE	\$28,793	\$322
6.	<u>EQUIPMENT</u>	TOTAL	MCHSD
	TOTAL EQUIPMENT	\$0	\$0
7.	<u>MATERIALS AND SUPPLIES</u>		
	TOTAL MATERIALS AND SUPPLIES	\$655	\$655
8.	<u>OPERATING SERVICES</u>		
	TOTAL OPERATING EXPENSES	\$2,459	\$2,459
10	SUBTOTAL ADMIN COST	\$105,587	\$77,116

12.	TOTAL SERVICE COST/MCHSD TOTAL COST:	\$105,587	\$77,116
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REVENUE SOURCES:

	MCHSD	\$77,116	\$77,116
	Town of Wickenburg	\$28,471	\$0
	TOTAL REVENUE:	\$105,587	\$77,116

EXHIBIT B

SCOPE OF SERVICES

1.0 SERVICE DESCRIPTION:

- 1.1 Crisis Case Management Services are provided to individuals and/or families in order to enhance their self-sufficiency and/or involvement in the community, and through which the needs and eligibility of the individuals applying for/receiving financial services are determined. For those individuals eligible, appropriate services are identified, obtained or provided, and recorded. Information and referral services will be provided as appropriate.
- 1.2 Financial Assistance Services are provided to stabilize the immediate and emergent needs of the client including basic needs. Financial services may include, but are not limited to: emergency rent and mortgage assistance, first month's rent and rental deposit assistance, utility payment assistance, utility deposit assistance, food boxes, etc.

2.0 UNIT OF SERVICE:

Units of service may vary depending on the types of activities conducted.

3.0 STANDARDS/LICENSURE/PROGRAM INFORMATION:

- 3.1 Contractors will comply with all federal, state and county regulations related to specific funding sources used. Additionally, all contractors will comply with the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook* and will be responsible for keeping the handbook updated as revisions to program regulations and guidelines are provided by MCHSD.
- 3.2 Federal, State, and County regulations will be the responsibility of the Contractor to follow and may include, but are not limited to:
 - 3.2.1 Federal Low Income Home Energy Assistance Program regulation as well as the State of Arizona Low Income Home Energy Assistance Program State Plan. Title XXVI- Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981.
 - 3.2.2 Federal Social Services Block Grant
 - 3.2.3 Federal Emergency Solutions Grant
 - 3.2.4 Federal Community Services Block Grant as well as the State of Arizona Community Services Block Grant State Plan.
 - 3.2.5 Utility, Repair, Replacement and Deposit Assistance Guidelines.
 - 3.2.6 State Short Term Crisis Services Program
 - 3.2.7 Federal Temporary Assistance to Needy Families (TANF) as related to the provision of Emergency Assistance.
 - 3.2.8 State and Federal Client Confidentiality Laws and Regulations.
 - 3.2.9 Maricopa County Human Services Department/Community Services Division Policy & Procedures Handbook.
 - 3.2.10 Community Services Block Grant Legislation as amended.
- 3.3 Crisis case management is the process by which eligibility for financial assistance with basic and emergent needs is determined and received. Available resources are categorized as follows:

- 3.3.1 Financial Assistance (i.e. rent, utility, mortgage assistance)
- 3.3.2 Information and Referral
- 3.3.3 Utility and Telephone Discount Programs (enrollment)
- 3.3.4 Goods and materials provided (i.e. food boxes, clothing)
- 3.3.5 Home Repair/Weatherization (i.e. application intake or referral to home repair programs i.e. weatherization)
- 3.3.6 Non-Financial Assistance (i.e. face-to-face provision of services i.e. case management, energy conservation education, assistance with forms completion such as for AHCCCS)
- 3.4 *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook* provides detailed information on services that can be provided, client eligibility regulations and guidelines, application and documentation procedures and service dollar limits for Maricopa County funded financial assistance.
- 3.5 Financial assistance service funds are not included in Contractor agreements/contracts. These funds will be retained by Maricopa County Human Services Department (MCHSD) and are made available to contractors through the HSD Online Client Data System. Applications for MCHSD funded financial assistance must be completed via the HSD Online Client Data System. MCHSD will make payments directly to vendors (i.e. utility companies, landlords, mortgage companies, etc.) upon authorization by MCHSD.

4.0 SERVICE REQUIREMENTS:

Contractor shall:

- 4.1 Provide services that are appropriate to the language, culture and geographic location of the target population.
- 4.2 Provide on-site financial assistance services at a location(s) within the specified service area, as determined during contract negotiations.
- 4.3 Provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform and provide crisis case management and financial assistance services.
- 4.4 Utilize the HSD Online Client Data System to document and record all services provided and supported by MCHSD funds. This includes financial assistance services and non-financial services provided by Contractor staff/volunteers supported with MCHSD funds.
- 4.5 Data entry of all services and/or applications must be complete by the 5th business day of the following month.
- 4.6 Ensure that applications for MCHSD funded assistance are reviewed for quality assurance prior to submission to MCHSD for payment authorization.
- 4.7 Ensure that completed applications for financial assistance are submitted to MCHSD within five days of application intake.

5.0 SERVICE GOALS:

- 5.1 To assist low income individuals or households reduce or eliminate barriers to initial or continuous employment.

- 5.2 To assist households in improving housing conditions and lowering utility costs through home weatherization, repair or replacement of utility related appliances, home repairs.
- 5.3 To reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month rent, rental security deposits and/or utility deposits.
- 5.4 To prevent homelessness by assisting families with eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.
- 5.5 To assist low-income families in accessing or maintaining telephone service through enrollment in telephone discount programs.
- 5.6 To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.
- 5.7 To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.
- 5.8 To assist low-income energy burdened households maintain self-sufficiency through enrollment in various utility discount programs.
- 5.9 To support households in maintaining or achieving self-sufficiency through crisis case management to meet the household's immediate and basic needs.
- 5.10 To assist low-income individuals and/or households in achieving an increase in financial assets and/or financial skills to achieve or maintain self-sufficiency.

6.0 ADMINISTRATIVE:

- 6.1 Describe the agency's policies, procedures and training for staff and/or volunteers in regards to the confidentiality of clients and client related information. Include how and when the training occurs and where the training is documented.

The Foundation for Senior Living provides initial orientation on policies and procedures. Staff reviews these policies during staff meetings and annual employee evaluations. CAP Director maintains a training log and all volunteers are made aware of these policies before they are allowed to volunteer. All volunteers also sign a confidentiality agreement before they start at CAP.

- 6.2 Describe the agency's training of staff and volunteers in regards to the agency grievance/problem solving procedures of the agency.

This training is provided at the initial employee orientation at the Foundation for Senior Living and reviewed with staff as the need arises. All Volunteers are trained by the CAP Director on confidentiality issues and encouraged to ask questions if in doubt. All staff members are required to take a confidentiality course as part of employment by the Foundation for Senior Living.

- 6.3 Describe the training of staff on the agency's non-discrimination policy.

This training is provided at staff orientation as new hires and reviewed at staff meetings or as deemed necessary by CAP Director. As part of our annual evaluation practices all non-discrimination policies, client confidentiality, grievance procedures, code of ethics, fraud & abuse are reviewed and signed off by staff member. A copy of this annual record is stored at the Foundation for Senior Living HR department.

- 6.4 Describe the procedure that ensures equal access to programs and services for individuals with disabilities, and the reasonable accommodations that ensure compliance with the Americans with Disabilities Act.

The Wickenburg CAP is located in a Town of Wickenburg owned building that is ADA compliant. If a client is unable to come to the office for an appointment, accommodations are made to take an application in their home. To provide services for deaf clients, CAP has an agreement with an organization specializing in ASL. TDD technology is also available. For clients who are blind, a family member or friend is encouraged to be available to serve as a witness for completion of all documents. If client has no one to accompany them, volunteer witnesses are available to act on clients behalf.

- 6.5 Describe how the agency will ensure that services are available to non-English speaking, hearing impaired, and vision impaired individuals and how services are appropriate to the language, culture, and geographic location of the target population.

One full-time CAP staff is fluent in Spanish. They are able to provide English translation for non-English speaking clients. TDD technology is available or an ASL interpreter to assist clients that cannot communicate clearly. Family members or friends are encouraged to be a witness to the proper completion of all paperwork. If client has no one to come with them to an appointment, a witness will be appointed to verify proper completion of applications on their behalf.

- 6.6 Indicate and describe sources of agency funding and amounts from entities *other than MCHSD that support administration and operating costs* of the agency including the value of in-kind contributions.

Wickenburg CAP receives in kind building and utility support from the Town of Wickenburg valued at \$28,122.00. They also have one Title V position valued at \$1,622.00 for a total of \$29,744.00

ENTITY	FUNDING AMOUNT	IN-KIND \$ VALUE	IN-KIND TYPE
Town of Wickenburg	\$ 28,122	\$28,122	Space/Utilities
Title V Federal Funds	\$ 1,622	\$ 1,622	Staffing
Various	\$ 1,841	\$ 1,841	Administration and Operations

- 6.7 Describe how the agency will ensure that no direct services, utilizing MCHSD operations or financial assistance funds, will be provided to clients by agency staff and/or volunteers until all appropriate background checks for employment through Central Registry have been conducted and satisfactory results are received by the County.

The Foundation for Senior Living mandates that all staff member are cleared through Central Registry and be fingerprinted with a DPS Level One approval. Any prospective FSL employee cannot work until they have successfully secured Central Registry approval. This is completed by Foundation Human Resources personnel as a pre-requisite to employment. No direct contact with clients is allowed the prior conditions are met.

7.0 PROCEDURES FOR CRISIS CASE MANAGEMENT AND FINANCIAL ASSISTANCE SERVICES:

- 7.1 Describe agency procedures for how clients are scheduled for application intake ensuring that people in crisis situations, including those who are homeless, about to become homeless, or have impending utility shutoff, are given priority in the scheduling process.

Homeless clients, utility disconnects and persons with eviction notices are scheduled immediately to see a caseworker. We also place clients with emergency needs on a cancelled appointment list. They are called if a regularly scheduled appointment doesn't show up for an appointment. All clients are told (or given a list) of documents needed to process their applications for assistance. The caseworker will discuss all needed information client will need to produce. Clients who are doing follow up on paperwork will be seen without an appointment in between scheduled appointments. Clients, whose health and safety would be compromised

prior to gathering required information are assisted using locally funded resources

- 7.2 Describe how the agency accommodates clients who require an appointment outside of regular business hours.

If there is no way to see a client during normal business hours, clients are given the opportunity to make an appointment after business hours at a location that will work for them

- 7.3 Describe how agency ensures program access for persons who are homebound.

In home appointments are always available for clients who are homebound. If a client is low vision or blind, staff requests a family member be present to verify all paperwork.

- 7.4 Describe the services in place to assist individuals when MCHSD financial assistance service funds have been depleted.

Wickenburg CAP has several funding sources available to them in addition to MCHSD funding. Wickenburg Community Service Corp is not only the Advisory Board but the main funding source for any special projects. CAP also has Crisis Funding available through community and church donations. In addition, Rotary funds the Travelers Assistance program.

- 7.5 Describe the process for documenting client crisis reason, needs, service(s) requested, services provided, and staff time spent with or on behalf of the client into the HSD Online Client Data System.

CAP clients fill out a pre-screening form when they first come to the office. On this form, a client is able to indicate what they need and what situation caused them to require services. CAP files this information along with client notes to describe what services were provided for the client. All case notes, time spent and services provided are documented on the HSD online portal as required.

- 7.6 Describe agency process and procedures for obtaining and retaining all required client verification and documentation in client file.

Clients are provided with a list of required eligibility documentation during their first appointment for services. When the required documentation is presented to the caseworker, eligibility is determined and the application is completed. Copies of application, client documentation and associated documents are kept in client files. All files are stored/maintained in a locked office with locking file cabinets. Access to these file cabinets is limited to CAP staff only. The Director conducts a periodic sampling review to ensure file standards are maintained.

8.0 MCHSD FUNDED FINANCIAL ASSISTANCE:

- 8.1 Describe agency process and procedures for notifying and advising all applicants of their rights, responsibilities, the agency grievance/problem solving procedures, including the provision to each client the approval/denial/appeal for services form provided by MCHSD.

Client rights and responsibilities are posted at the Wickenburg CAP office. In addition, the CAP staff advises clients of their right at the time of service using a MCHSD form "Client Rights and Responsibilities" Clients read and sign form and is given the original and the copy is placed in client file. Clients are also given the MCHSD approval/denial appeal services form. A copy of this form is also included in the client file maintained at program site.

- 8.2 Describe the agency application quality assurance review process and the staff position(s) responsible for application quality assurance review prior to submittal to MCHSD.

After completion of the applications, they are subject to a quality assurance review by the CAP Supervisor and then CAP Director. Any issues found during this review are resolved before applications are forwarded to HSD for funding. The CAP Director will review and sign off on applications if no errors are found.

- 8.3 Describe agency process and procedure for responding in a timely manner to MCHSD when notified to clarify and/or correct client application or data entry errors. Include staff position(s) responsible for responding to these requests.

Client files will be reviewed on notification of error by MCHSD staff. Required corrections will be handled immediately. Client and utility partners will be notified of any discrepancies that affect eligibility. They will also be notified of any arrangements made to resolve the issues.

The quality assurance process will be accomplished as follows:
CAP Supervisor will review each application for accuracy before submitting to the CAP Director for quality assurance. The CAP Supervisor will be responsible for the accuracy of the client application and all supporting documents.

The ultimate responsibility for quality assurance lies with the CAP Director who will review and sign off on all applications before submitting to MCHSD

- 8.4 Describe agency process and procedures for the appropriate security, completion and issuance of MCHSD Financial Assistance Vouchers. MCHSD Financial Assistance Vouchers shall be treated as currency and kept secure. The agency shall determine which staffs are authorized to sign completed vouchers, and provide MCHSD with the list of authorized staff, and update as needed.

All MCHSD Vouchers are stored in a secure file cabinet inside a locked file room. CAP Director and CAP Supervisor are the only staff authorized to sign MCHSD Vouchers. After client has presented all eligibility documentation for services, the case worker will complete the associated application and voucher forms. Client will hand carry the voucher to the landlord for a signature. Landlords then mail the executed voucher to Tempe CAA for processing. A copy of the voucher is provided for the landlord and an original approval letter is supplied to the client.

- 8.5 Describe agency procedures for making and documenting *utility assistance* guarantees consistent with the criteria below:

- 8.5.1 Crisis assistance is provided within 48 hours after a household applies, if the household is eligible for such assistance;

Clients who apply for utility assistance services are processed through the MCHSD system and applicable utility company as follows:

- Crisis help for utility assistance is provided on the same day the client presents the appropriate eligibility documentation for assistance. **Health and safety concerns are handled immediately through local resources.**
- Clients who meet eligibility criteria have applications completed and eligibility determined in accordance with the MCHSD Program Policies and Procedures Handbook.
- The caseworker sends the application and supporting documents for review to the CAP Supervisor.
- Upon successful review, the caseworker contacts the utility company. The caseworker follows with a facsimile transmission of the guarantee to the company with the appropriate client data. If the client is an APS customer, the guarantee is made via the APS website.
- For local propane vendors, guarantees are made over the phone with business managers.
- In Wickenburg, all utility guarantees are provided within 24 hours unless client has a disconnect notice and those guarantees are processed on the same day.

- 8.5.2 Crisis assistance is provided within 18 hours after a household applies, if a life-threatening situation exists and the household is determined eligible for such assistance.

(If a utility vendor agrees to wait for payment or accepts a guarantee, this will address the criteria above. Documentation of arrangement or guarantee is required.)

Clients who apply for utility assistance services are processed through the MCHSD system and applicable utility company as follows:

- Crisis assistance for utility assistance is provided on the same day that the client presents the appropriate eligibility documentation for assistance. Health and safety concerns are handled immediately through local resources.
- Clients who meet eligibility criteria have applications completed with applicable supporting documentation in accordance with the MCHSD policies and guidelines manual. The caseworker sends the application and supporting documents for review to the CAP Supervisor.
- Upon successful review, the caseworker contacts the utility company. The caseworker follows with a facsimile transmission of the guarantee to the company with the appropriate client data. If the client is an APS customer, the guarantee is made via the APS web site.

For local propane vendors, guarantees are made over the phone with business managers.

(If a utility vendor agrees to wait for payment or accepts a guarantee, this will address the criteria above.)

- 8.5.3 Describe agency process or procedure for the provision of energy conservation education to all applicants receiving utility assistance.

All Wickenburg clients who apply for utility assistance receive energy conservation education. The caseworker provides the client with brochures from the utility companies on the subject. The caseworker also reviews the type of home and asks questions about clients home for possible referral to weatherization.

- 8.5.4 Describe agency process to ensure all clients receive energy education, and that at least 50% of clients receiving LIHEAP-funded utility assistance receive targeted energy-saving activities education, an Energy Savers Brochure, and is documented as required in the HSD Online Client Data System.

All Wickenburg clients who apply for utility assistance receive energy conservation education. Once the LIHEAP application is completed, CAP staff enters the required code for the Energy Savings Brochure in the HSD online data system for all clients receiving utility assistance. During the application process the Energy Savers brochure is reviewed with the client and the “100 Ways to Save Energy” is also reviewed, the client is encouraged to take it home for additional review.

9.0 INFORMATION & REFERRAL:

- 9.1 Describe agency process or procedure for providing community information and referral to clients, facilitating or coordinating those referrals with agencies, and documenting, as appropriate and required, in the HSD Online Client Data System.

The CAP office maintains community information and referral brochures from a variety of sources. Additionally, the Directory of Human Services for Maricopa County is available for each caseworker for client referral. Clients who are referred to another agency are provided the location and phone number of the referral agency. When appropriate, the caseworker will make an appointment for the client at the referral agency. All referrals are documented by the caseworker using the MCHSD Application for Services, Service Tracking Sheet, client file case notes and the HSD Online Data system.

- 9.2 Describe agency process or procedure for the referral, via application, of individuals to the weatherization program and the repair/replacement of utility-related appliances program and for obtaining all required client verification and documentation.

Information learned at client interviews helps CAP staff decide whether a weatherization referral is appropriate. At this time we are collecting client data and turning it over to the MCHSD WX Staff for follow up and suitable action. All such referrals are documented in the HSD Online Client Data System for existing clients.

The caseworker will screen applicants for referral to the Weatherization and Repair/Replacement Programs during the initial interview process. Special attention will be provided to those clients seeking utility assistance. If appropriate, the MCHSD application is completed. The application, transmittal form, ownership documentation, and all applicable documentation are processed and submitted to MCHSD for eligibility determination and approval.

- 9.3 Describe agency process or procedure for the enrollment of eligible individuals in appropriate utility and telephone discount programs, such as the Telephone Assistance Program (TAP), Southwest Gas Discount Program (LIRA), APS E-3 Discount Program, SRP Economy Price Plan Discount and the Lifeline Telephone Assistance Program.

The caseworker will determine the appropriate discount programs (TAP, LIRA, APS and SRP) for which the client is eligible during the intake interview. Enrollment for the programs will be accomplished by the caseworker using the appropriate enrollment forms. Appropriate service documentation is completed as part of the client file and data entered into the HSD Online Data system.

- 9.4 Describe agency process for assisting individuals with completion of forms for federal and state social service programs such as AHCCCS or SNAP (supplemental nutrition assistance program, formerly food stamps).

Wickenburg CAP travels to DES on Bell Rd. to pick up AHCCCS/food stamp forms. We make these forms available to any interested client. We have also installed a computer in our lobby for use in filling out these forms online. If needed, help is provided in filling out the forms for clients. We also fax completed applications from our office to DES.

10.0 MATERIALS/SERVICES PROVIDED BY MCHSD:

- 10.1 *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook.*
- 10.2 HSD Online Client Data System.
- 10.3 Training and technical assistance on:
- MCHSD funded crisis case management and financial assistance services
 - Use of the HSD Online Client Data System
 - Required Reports and Forms
- 10.4 Fiscal monitoring, program monitoring and client file review.
- 10.5 MCHSD Financial Assistance Vouchers.
- 10.6 Other forms as necessary.

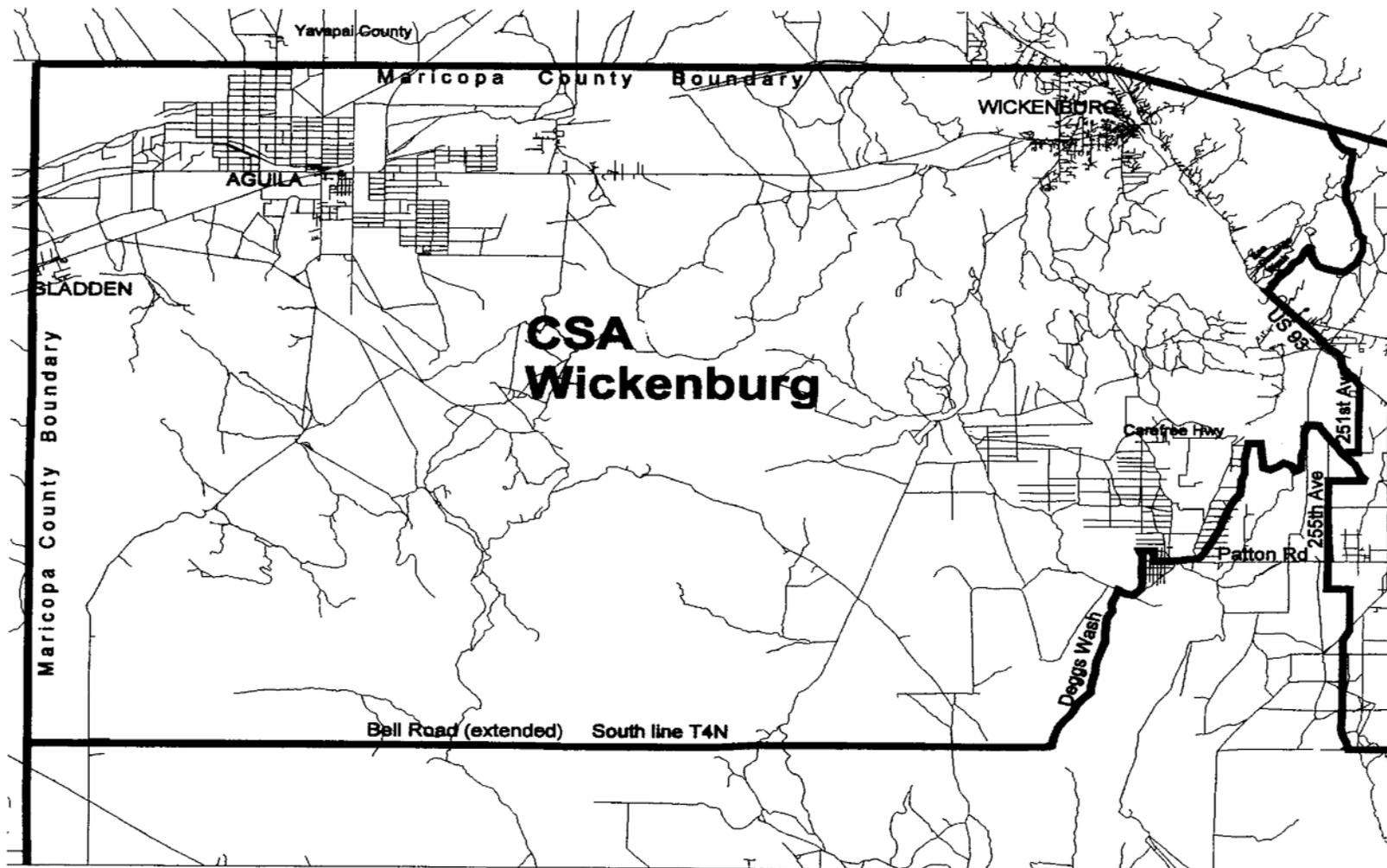
11.0 REPORTING REQUIREMENTS:

MCHSD reserves the right to add, remove, or revise reporting requirements at its discretion.

Contractor shall submit the following to MCHSD/CSD:

- 11.1 Results Oriented Management and Accountability (ROMA) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
- 11.2 Annual Leveraging Report no later than 45 days after the end of the contract year. The report is to include agency funding and amounts received by the Agency from entities other than Maricopa County Human Services Department that support administration and operating costs of the Contractor, including the value of in-kind contributions.
- 11.3 Submit other reports as required by MCHSD.
- 11.4 Reports will be submitted to:
 - Maricopa County Human Services Department
 - Community Services Division
 - 234 N. Central Avenue, Suite 3000
 - Phoenix, AZ 85004

EXHIBIT C
COMMUNITY SERVICE AREA (CSA MAP)



FOUNDATION FOR SENIOR LIVING, 1201 E. THOMAS ROAD, PHOENIX, AZ 85014

PRICING SHEET: NIGP CODE 95255

Terms:	NET 30
Vendor Number:	2011002103 0
Certificates of Insurance	Required
Telephone Number:	602/285-0505 x181
Contact Person:	Annette M. Iniguez
E-mail Address:	AINiguez@fsl.org
Contract Period:	To cover the period ending June 30, 2014 2016.