

SERIAL 16097 RFP COMMUNITY ACTION PROGRAM SERVICE DELIVERY

DATE OF LAST REVISION: April 28, 2016

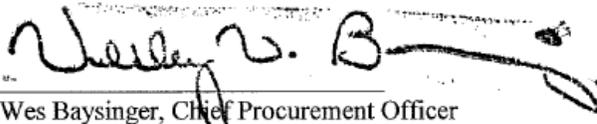
CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE, 30, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for COMMUNITY ACTION PROGRAM SERVICE DELIVERY

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 **April 28, 2016 (Eff. 07/01/16)**.

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

LA/at
Attach

Copy to: Office of Procurement Services
Virginia Sturgill, Human Services



CONTRACT PURSUANT TO RFP

SERIAL 16097-RFP

This Contract is entered into this 28th day of April, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Chandler Christian Community Center, an Arizona corporation ("Contractor") for the purchase of Community Action Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of One (1) year, beginning on the 1st day of July, 2016 and ending the 30th day of June, 2017.
- 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 three (3) additional 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.3 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

- 3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 AVAILABILITY OF FUNDS:

- 4.1 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.
- 4.2 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.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 REPORTING REQUIREMENT:

- 6.1 Contractor shall submit reports as required. MCHSD reserves the right to add, remove, or revise reporting requirements as needed.
 - 6.1.1 Contractor shall submit the following to MCHSD/CSD:
 - 6.1.1.1 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.
 - 6.1.1.2 Reports will be submitted to:

Maricopa County Human Services Department
Community Services Division
234 N. Central Avenue, Suite 3000
Phoenix, AZ 85004
 - 6.1.1.3 Submit other reports as required by MCHSD.
 - 6.1.2 Unless otherwise provided in this contract, reporting shall adhere to the following:
 - 6.1.2.1 No later than the 10th working day following each month during the contract term
 - 6.1.2.2 The Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract.
 - 6.1.2.2.1 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.
 - 6.1.2.2.2 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.
 - 6.1.3 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.

7.0 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.

8.0 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.

9.0 SUSPENSION OR DEBARMENT:

9.1 The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor had been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

9.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier-Covered Transactions form.

10.0 TERMS and CONDITIONS:

10.1 INDEMNIFICATION:

10.1.1 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.

10.1.2 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.

10.1.3 The scope of this indemnification does not extend to the sole negligence of County.

10.2 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.

10.2.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

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

Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *“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”.*
- c. 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.

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

Business Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“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.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$500,000
- Disease – Each Employee \$500,000
- Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against 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.

Professional Liability (Errors and Omissions Liability)

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

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

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

10.2.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies, except Worker’s Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

a. 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 insureds 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.

b. The Contractor’s and its subcontractors’ insurance coverage shall be primary insurance with respect to all other available sources.

c. 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.

10.2.3 **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.

10.2.4 **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.

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

- 10.2.5 **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.

- 10.2.6 **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).

- 10.2.7 **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.

10.3 **WARRANTY OF SERVICES:**

- 10.3.1 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.

- 10.3.2 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.

10.4 **REQUIREMENTS CONTRACT:**

- 10.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor

can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

- 10.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 10.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

10.5 BACKGROUND CHECKS:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

10.6 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:

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

- 10.6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.6.2 MCHSD will request ADES to conduct Central Registry Background Checks on behalf of the Contractor. 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:
 - 10.6.2.1 Any person, their employees or volunteers who apply for a contract with MCHSD; or
 - 10.6.2.2 All employees of the Contractor; or
 - 10.6.2.3 A subcontractor of the Contractor and the subcontractor's employees; and
 - 10.6.2.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.
- 10.6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - 10.6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 10.6.3.2 **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. The completed forms are to be maintained as confidential.

10.6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:

10.6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

10.6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:

www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/DDD-1727AFORFF.doc - 2015-08-05

10.6.4.3 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

10.6.5 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at <https://www.azdes.gov/opac> .

10.7 FINGERPRINTING:

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

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

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

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

10.7.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in the 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.

10.8 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

10.9 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

10.9.1 Cancel the stop-work order; or

10.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

10.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

10.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

10.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

10.11.2 Make progress, so as to endanger performance of this contract; or

10.11.3 Perform any of the other provisions of this contract.

10.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

10.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

10.13 CONTRACTOR LICENSE REQUIREMENT:

10.13.1 The Respondent 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 Respondent 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 a 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.

10.13.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent 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. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

10.14 SUBCONTRACTING:

10.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

10.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

10.15 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.

10.16 ADDITIONS/DELETIONS OF SERVICE:

10.16.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If

additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

10.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

10.17 VALIDITY:

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 the Contract.

10.18 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.

10.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

10.20 NON-DISCRIMINATION:

10.20.1 Contractor shall comply with Executive Order 75-5, as modified by Executive Order 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the American with Disabilities Act. Unless exempt under Federal law the Contractor shall comply with the Title VI of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

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

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

“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the American with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, (*insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language

interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*” Para obtener este document en otro formato u obtener informacion adicional sobre esta politica, *(insert Contractor contact person and phone number here)*”

10.21 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.

10.22 GOVERNOR'S EXECUTIVE ORDER NO. 88-26

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

10.23 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.

10.24 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.

10.25 LIMITED ENGLISH PROFICIENCY:

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

10.26 IT 508 Compliance

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

10.27 LOBBYING:

10.27.1 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.

10.27.2 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.

10.27.3 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.

10.27.4 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.

10.28 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.

10.29 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.

10.30 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.

10.31 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.

10.32 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.

10.33 SAFEGUARDING OF PARTICIPANT/CLIENT INFORMATION:

The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to MCHSD, ADES, and to the Attorney's General's Office as required by the terms of this contract, by law or upon their request.

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.

10.34 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.

10.35 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.

10.36 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.

10.37 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.

10.38 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.

10.39 ALTERNATIVE DISPUTE RESOLUTION

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:

- 10.39.1 Render a decision;
- 10.39.2 Notify the parties that the exhibits are available for retrieval; and
- 10.39.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

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.

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.

10.40 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.40.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

10.40.1.2 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;

10.40.1.3 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

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

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

10.41 CHANGES ORIGINATED BY THE DEPARTMENT

- 10.41.1 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.
- 10.41.2 Changes that result in an increase or decrease in the total contract budget will require a formal contract amendment.
- 10.41.3 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.
- 10.41.4 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:
 - 10.41.4.1 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.
 - 10.41.4.2 Minor work statement revisions: These changes will be communicated in writing to the subcontractor agency directors through written memorandums.
 - 10.41.4.3 Administrative requirements such as reporting criteria: These changes will be communicated in writing to subcontractor agency directors through written memorandums.

10.42 CONTRACTOR CHANGES

- 10.42.1 The Contractor is required to notify the Community Services Division Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:
 - 10.42.1.1 agency staff funded with this contract
 - 10.42.1.2 agency authorized signatory
 - 10.42.1.3 agency address, phone, fax, email addresses
 - 10.42.1.4 person to whom contract notices should be sent
 - 10.42.1.5 any variation of insurance requirements as indicated in this Contract

10.43 DEPARTMENT 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 through a formal Amendment.

10.44 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.

10.45 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 shall be responsible for adhering to Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook when determining eligibility and entering client information into the HSD Online Client Data System.

10.46 DUNS NUMBER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Funding for activities under this contract are provided through Federal Health and Human Services. All Contractors that receive federal funding must obtain a Data Universal Numbering System (DUNS) number through <http://fedgov.dnb.com/webform>. Contractor must also be register and remain current with the System for Award Management (SAM) www.sam.gov a database of basic business information for contractors that receive federal funds. All contractors shall provide their DUNS Number with proposal submittal. For additional information regarding SAM visit this website: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf

10.47 COOPERATION IN TRAINING, STRATEGIC PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES

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

10.48 EVALUATION

10.48.1 The County may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

10.48.2 As requested by the County, the Contractor shall participate in program evaluations relative to contract impact in support of County goals.

10.49 FEES AND PROGRAM INCOME

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

10.50 CODE OF CONDUCT

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

10.50.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract

10.50.1.2 Acting on behalf of the County without appropriate authorization

10.50.1.3 Providing favorable or unfavorable treatment to anyone

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

10.50.1.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the County.

10.50.1.6 Loss of impartiality when advising the County.

10.51 LEVEL OF SERVICES

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

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

10.52 PANDEMIC CONTRACTUAL PERFORMANCE

10.52.1 The County 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:

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

10.52.1.2 Alternative methods to ensure there are services or products in the supply chain; and

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

10.52.2 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:

10.52.2.1 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.

10.52.2.2 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.

10.52.2.3 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).

10.53 PAYMENT RECOUPMENT

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

10.53.1 Any amounts received by the Contractor from the County for contract services which have been inaccurately reported or are found to be unsubstantiated.

10.53.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the County.

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

10.53.4 Any amounts paid by the County for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

- 10.53.5 Any amounts expended for items or purposes determined unallowable by the County when this contract provides for the reimbursement of costs, see the “Unallowable Costs” section.
- 10.53.6 Any amounts paid by the County 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.
- 10.53.7 Any amounts received by the Contractor from the County which are identified as a financial audit exception.
- 10.53.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.
- 10.53.9 Any payments made for services rendered before the contract begin date or after the contract termination date.

10.54 PERSONNEL

- 10.54.1 Contractor shall notify MCHSD of staff changes and vacant positions within three (3) business days of changes. Contractor shall fill vacancies to ensure service availability and clients are not turned away due to lack of staff. County may assist in the selection of the replacement candidate.
- 10.54.2 County reserves the right to immediately remove access to any data/reporting systems if it is determined any Contractor personnel is a risk to County operations such as but not limited to:
 - o Approving clients for services they are not eligible for
 - o Denying eligible clients for services
 - o Accessing the HSD Online Client Data System for any purpose other than areas of responsibility

10.55 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 County’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 County staff to implement the transfer of duties. The County reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

10.56 UNALLOWABLE COSTS

- 10.56.1 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:

10.56.1.1 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.

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

10.57 SUBSTANTIAL INTEREST DISCLOSURE

10.57.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

10.57.2 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.

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

10.58 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.

10.59 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.

10.60 EQUIPMENT PURCHASES

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

10.61 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 Contract, 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 Contract, are subject to a system of written quotes. Contractor shall keep and maintain a record of the vendors' written quotations.

10.62 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 Contract.

10.63 PROPERTY

10.63.1 Any County property furnished or purchased pursuant to the terms of the Contract shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of the Contract, unless the Community Services Division 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 must be approved by the Community Services Division Assistant Director.

10.63.2 Any Contractor property furnished or purchased pursuant to the terms of the Contract shall be utilized, maintained, repaired and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.

10.64 EMPLOYMENT DISCLAIMER

This Contract 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 Contract.

The Contractor agrees that no individual performing under the Contract 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.

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

10.65.1 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.

10.65.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 10.64 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.

10.66 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:

- 10.66.1 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,
- 10.66.2 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.

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

10.67.1 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;

10.67.2 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.

10.67.3 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).

10.68 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

10.68.1 In accordance with section MCI 371 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.

10.68.2 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.

10.68.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the

amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

10.69 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.

10.70 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 of the contract.

10.71 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

10.72 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

10.73 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.

10.74 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

10.75 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

10.76 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

10.77 INCORPORATION OF DOCUMENTS:

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

10.77.1 Exhibit A, Vendor Information & Itemized Service Budget

10.77.2 Exhibit B, Scope of Work;

10.77.3 Exhibit C, Agency Background Information

10.77.4 Exhibit D, Lobbying Packet

10.77.5 Exhibit E, Accounting Certification Statement

10.77.6 Exhibit F, Certification Regarding Debarment

10.77.7 Exhibit G, Leverage Funds Chart

10.77.8 Exhibit H, Facility Location Chart

10.77.9 Exhibit I, Voucher Expenditure Plan

10.77.10 Exhibit J, DES Limited English Proficiency Policy

10.77.11 Exhibit K, Community Service Areas

NOTICES:

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

For County:

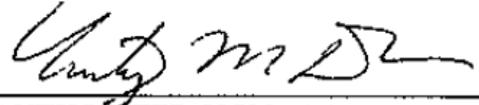
Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Chandler Christian Community Center
P.O. Box 591
Chandler, AZ 85224

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

CONTRACTOR



AUTHORIZED SIGNATURE

Trinity Donovan CEO

PRINTED NAME AND TITLE

P.O. Box 591, Chandler AZ 85244

ADDRESS

4/21/16

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

EXHIBIT A

VENDOR INFORMATION AND ITEMIZED SERVICE BUDGET

SERIAL 16097-RFP

NIGP CODE: 95255
 VENDOR'S NAME: Chandler Christian Community Center
 COUNTY VENDOR NUMBER : 20110027570
 ADDRESS: 345 S. California St.
 Chandler, AZ 85225
 P.O. ADDRESS: P.O. Box 591 Chandler, AZ 85244
 TELEPHONE NUMBER: 480-963-1423
 FACSIMILE NUMBER: 480-726-0896
 WEB SITE: chandlerfoodbank.org
 CONTACT (REPRESENTATIVE): Julie Swartling
 REPRESENTATIVE'S E-MAIL ADDRESS: Julie@chandlerfoodbank.org

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	_____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- | | | |
|-----------------|----------------------------|----------------------------|
| [] NET 10 DAYS | [] NET 45 DAYS | [] 1% 10 DAYS NET 30 DAYS |
| [] NET 15 DAYS | [] NET 60 DAYS | [] 2% 30 DAYS NET 31 DAYS |
| [] NET 20 DAYS | [] NET 90 DAYS | [] 1% 30 DAYS NET 31 DAYS |
| [X] NET 30 DAYS | [] 2% 10 DAYS NET 30 DAYS | [] 5% 30 DAYS NET 31 DAYS |

ITEMIZED SERVICE BUDGET								
CONTRACT SERVICE: Crisis Case Management and Financial Assistance Services								
CONTRACT PERIOD: 07/01/2016 to 6/30/2017								
		PROVIDER NAME:			*A = % Administrative Functions		*D = % Direct Service Functions	
		RCS = Rate Chargeable to Service						
I	PERSONNEL:							
Position Number	TOTAL FTE Level	Position Title	TOTAL Salary for Period 07/01/2016 - 6/30/2017	TOTAL FTE Level for Contract Service	Percent (%) of Allocated Functions of Position* A + D = Total %	TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Cost to MCHSD
1	1.00	Program Manager	\$43,497	0.90	20+70 = 90	\$39,147	\$15,325	\$23,822
2	1.00	Administrative Assistant	\$27,269	0.20	0+20 = 20	\$5,454	\$1,874	\$3,580
3	1.00	Eligibility Specialist 1	\$28,642	0.85	0+85 = 85	\$24,346	\$9,500	\$14,846
4	1.00	Eligibility Specialist 1	\$24,274	0.35	0+35 = 35	\$8,496	\$4,380	\$4,116
5	1.00	Eligibility Specialist 2	\$30,430	0.90	0+90 = 90	\$27,387	\$9,776	\$17,611
6	1.00	Eligibility Specialist 2	\$33,758	0.90	0+90 = 90	\$30,382	\$11,000	\$19,382
7	1.00	Eligibility Specialist 2	\$33,758	0.90	0+90 = 90	\$30,382	\$11,000	\$19,382
8	1.00	Case Manager	\$31,827	0.90	0+90 = 90	\$28,644	\$28,644	\$0
9	1.00	Program Operations Director	\$56,766	0.33	23+10 = 33	\$18,733	\$10,000	\$8,733
10	1.00	CEO	\$137,917	0.33	33+0 = 33	\$45,513	\$38,500	\$7,013
11	1.00	Finance Director	\$55,697	0.30	30+0 = 30	\$16,709	\$11,348	\$5,361
12	1.00	Volunteer Coordinator	\$31,930	0.10	10+0 = 10	\$3,193	\$3,193	\$0
13	1.00	Development Director	\$55,000	0.25	25+0 = 25	\$13,750	\$13,750	\$0
		Total FTE's dedicated to this contract:		7.21	TOTAL:	\$292,136	\$168,290	\$123,846
II	EMPLOYEE RELATED EXPENSES:							
	ITEM		BASIS			TOTAL COST		MCHSD COST
	Various Fringe Benefits		Average Fringe Rate Percentage		Total Proposed Cost to MCHSD	\$87,641	\$50,487	\$37,154

		30.0000%	times	\$123,846				
					TOTAL:	\$87,641	\$50,487	\$37,154
III	PROFESSIONAL AND OUTSIDE SERVICES:							
	ITEM		BASIS			TOTAL COST		MCHSD COST
	Audit Fees		25% of costs allocated for CAP. Paid monthly until audit is completed			\$5,000	\$5,000	\$0
	Accounting Fees		Allocated based on services rendered. Paid monthly, as billed			\$7,000	\$7,000	\$0
					TOTAL:	\$12,000	\$12,000	\$0
IV	TRAVEL:							
	ITEM		BASIS			TOTAL COST		MCHSD COST
	Staff owned vehicle mileage		13 staff * 557.54 miles *\$0.545 per mile			\$3,950	\$3,950	\$0
					TOTAL:	\$3,950	\$3,950	\$0
V	SPACE:							
	ITEM		BASIS			TOTAL COST		MCHSD COST
	Bldg. Space Costs		Based on space allocation costs - average \$485 per month for 12 months			\$5,822	\$5,822	\$0
	Rent - Rent Expense in Gilbert		Based on actual contract - \$500 per month for 12 months			\$6,000	\$6,000	\$0
	Utilities		Based on space allocation costs - average of \$306 for 12 months			\$3,679	\$3,679	\$0
	Repairs & Maintenance		CAP repairs and maintenance for office machines			\$2,000	\$2,000	\$0
					TOTAL:	\$17,501	\$17,501	\$0
VI	MATERIALS AND SUPPLIES:							
	ITEM		BASIS			TOTAL COST		MCHSD COST
	Postage		CAP mailing costs based on actual postage utilized			\$2,000	\$2,000	\$0
	Office Supplies		CAP office supply costs - average of \$750 per month for 12 months			\$9,000	\$9,000	\$0

	Printing / Duplicating	CAP printing costs - average of \$317 per month for 12 months			\$3,800	\$3,800	\$0
	Equipment Leases / Purchases	Overall agency costs that are allocated to program			\$13,400	\$13,400	\$0
				TOTAL:	\$28,200	\$28,200	\$0
VII	OPERATING SERVICES:						
	ITEM	BASIS			TOTAL COST		MCHSD COST
	Telephone / Fax/ Internet	CAP telephone costs at \$250 per month for 12 months			\$3,000	\$3,000	\$0
	General Liability Insurance	Overall agency costs allocated to program - \$1,250 *4 paid quarterly			\$5,000	\$5,000	\$0
	Dues & Subscriptions	CAP dues and subscriptions, average \$250 per organization x 4 organizations			\$2,000	\$2,000	\$0
	Staff Workshop / Training	8 staff * \$375 - average costs for training staff			\$3,000	\$3,000	\$0
	License Fees/ Permits	CAP license/fees/permits based on actual expenses			\$2,400	\$2,400	\$0
	Public Relations	Overall agency costs that are allocated to the program			\$3,000	\$3,000	\$0
	Client Direct Services	Based on budget projections			\$205,000	\$205,000	\$0
				TOTAL:	\$223,400	\$223,400	\$0
					TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Cost to MCHSD
			VIII	TOTAL Costs per Column:	\$664,828	\$503,828	\$161,000
				List All Administrative/Operating Cost REVENUE SOURCES:	TOTAL Revenue(s)	Total of Other Resources Revenue(s)	Total MCHSD Revenue
				MCHSD (proposed)	\$161,000		\$161,000
				VSUW (proposed)		\$233,828	
				City of Chandler (proposed)		\$155,000	
				Town of Gilbert (proposed)		\$115,000	
			IX	TOTAL REVENUES:	\$161,000	\$503,828	\$161,000

EXHIBIT B**SCOPE OF WORK****INTENT:**

Maricopa County is contracting with vendors who are interested in providing Community Action Program (CAP) service delivery to include Crisis Case Management as it relates to economic self-sufficiency and Financial Assistance Services to assist eligible residents with benefits of specific programs administered by Maricopa County by its Human Services Department (HSD).

SERVICE DESCRIPTION:

Chandler Christian Community Center's (CCCC) Community Action Program (CAP) provides Crisis Case Management Services to low-income 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. Chandler Christian Community may also provide Financial Assistance Services to stabilize the immediate and emergent needs of the client including basic needs. Financial services may include, but are not limited to: temporary emergency shelter, emergency rent and mortgage assistance, first month's rent and rental deposit assistance, utility payment assistance, utility deposit assistance, food boxes and other needs as identified by applicant.

SERVICE GOALS:

Service goals for Community Action Agencies and Community Action Programs are the following:

- To assist low income individuals or households reduce or eliminate barriers to initial or continuous employment.
- 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.
- To prevent homelessness by assisting families with temporary shelter, eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.
- To assist low-income families in accessing or maintaining telephone service through enrollment in telephone discount programs.
- To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.
- To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.
- To assist low-income households reduce overall energy burden through enrollment in various utility discount programs.
- To support households through crisis case management to meet the household's immediate and basic needs.
- 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.

METHODOLOGY:

Contractor may deliver these services through office and home visits. All clients shall be screened for barriers to stability at time of intake. Through the assessment process, CAP staff review and discuss with each client available resources and programs. Contractor may offer many services to address barriers to self-sufficiency and or continuous employment such as case management, emergency financial assistance to maintain housing or utilities, job training assistance, financial education, food boxes, benefits coordination and referrals.

Additionally, Contractor may have 3 staff that have completed training through the Valley of the Sun United Way to become financial coaches. Contractor may provide classes onsite and offer longer term coaching to the clients and to the clients of partner agencies, such as Chandler Public Housing. This is an important tool for helping the clients prepare for unexpected expenses and other financial crises.

CCCC's CAP programs prevent homelessness through temporary shelter (I-HELP and referrals to transitional

housing), eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance. CCCC also reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month rent, rental security deposits and/or utility deposits.

For programs such as telephone assistance or utility discounts, CAP staff discusses and provides a copy of the Energy Savers Tips to all clients receiving utility assistance. The brochure is available in both English and Spanish. Where appropriate, applications or assistance forms are completed or provided to the client. Brochures and/or applications for these programs are available in the lobby and on each staff's desk. Staff is available to assist clients in the completion of the forms. Referrals to other energy conservation programs provided by the utility companies are also made.

When any indication arises that the client is not receiving all benefits they are eligible for, staff shall refer the client to the Arizona Self Help web site or our Benefits Coordinator for assistance in applying for benefits, such as SNAP or AHCCCS, on-site. If the Benefits Coordinator is unavailable, CAP staff are trained to assist with this process using Health-e Plus. Staff shall also be available to assist clients with the completion of applications for assistance for other social service programs.

CAP staff may also provide referrals to clients to agencies and service providers, which provide needed additional services to the client population. Staff members may also contact partner agencies on behalf of the client and schedule necessary appointments. Some agencies may provide follow-up to the CAP staff on the status of the client who has been referred. This information shall be regularly updated to ensure the most accurate and effective referrals. In addition, CAP staff shall regularly meet with and tour partners' facilities in order to coordinate efforts to stay connected and better serve the communities.

SERVICE REQUIREMENTS:

Service Requirements for Community Action Agencies and Community Action Programs are the following:

- Contractor shall provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform and provide crisis case management and financial assistance services;
- Contractor shall provide services that are appropriate to the language and culture of the target population in the geographic service area;
- Contractor shall provide on-site financial assistance services at a location(s) within the specified service area;
- Contractor shall maintain client-focused facility which offers sufficient space for program applicants waiting to be seen or waiting rooms which provide adequate seating, and accessible restrooms in all permanent facility locations;
- Contractor shall ensure adequate space is available for conducting eligibility determination where confidential information cannot be overheard;
- Contractor shall assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of programs;
- Contractor shall maintain client/recipient information confidential and in a secure location; and
- Contractor shall conduct quality assurance review of each application that is funded by MCHSD funds, prior to submission to MCHSD for payment authorization.

METHODOLOGY:

Contractor shall provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform and provide crisis case management and financial assistance services. Contractor's CAP funding shall provide sufficient resources for this program, including ongoing training for staff. The Chandler and Gilbert locations shall provide on-site financial assistance within client- focused facilities that provide adequate seating for clients waiting to be seen and accessible restrooms.

The CAP offices shall provide adequate space for conducting eligibility determination where confidential information cannot be overheard and secure storage for maintenance of confidential client/recipient information.

The contractor's offices may be accessible by public transportation and on or near major bus routes.

The majority of CAP staff is bilingual-Spanish; all applications and materials are available in Spanish.

Staff shall be trained annually on confidentiality procedures and review and sign an agency conflict of interest policy annually. Additionally, the Contractor shall maintain policies and procedures regarding the provision of services to ensure that there is not a conflict of service in the provision of services and/or programs and that services are provided in a fair and consistent manner.

The contractor may utilize the following process for quality review:

- A) Completed applications shall be gathered at the end of each day and reviewed by the CAP Program Manager, or assigned Eligibility Specialist II, on a daily basis.
- B) CAP staff members cross check each other's applications for errors and any other items requiring follow-up before submitting them to the CAP Manager.
- C) The CAP Manager and/or Program Operations Director shall review applications for errors and any other items requiring follow-up.
- D) When an error is found, at any of the above review steps, the application is returned to the staff that originally completed the application. The staff then follows procedures to correct the errors and the quality assurance procedure begins again at step A.

The CAP Program Manager is responsible for the accuracy and timeliness of all CAP program documentation, paperwork and files.

ADMINISTRATIVE:

Contractor shall be required to adhere to the following administrative requirements and shall respond to how administrative requirements will be met.

Contractor shall maintain Policies and Procedures for training staff and/or volunteers and documentation of when training shall occurred for the following:

- Confidentiality of clients' information;
- Grievance/Problem solving procedures;
- Non-Discrimination policies;
- Equal access to programs and services for individuals with disabilities and reasonable accommodations and compliance with Americans with Disabilities Act;
- Providing services to individuals who are non-English speaking, hearing impaired, and vision impaired; and
- Providing services that are language and culturally appropriate to the target population in the geographic service area;

Agency Policies that address:

- Staff and/or volunteers will not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures if results are unsatisfactory and how information will be maintained;
- Process for ensuring services and financial assistance are available for a twelve (12) month period;
- Policy for providing services when MCHSD Direct Service funds are depleted;

Agency is responsible for providing In-Kind/Cash Match value of 25% other than MCHSD provided funds to support administration and operating program costs:

METHODOLOGY:

All CAP staff members and volunteers shall receive training annually on the grievance/problem solving policy, confidentiality, non-discrimination policy for both employment and service. This training may occur at the CAP site, and is provided by the CEO, the Program Operations Director or the CAP Manager.

The training shall take place within 3 business days of the start of a new employee and annually for each employee thereafter. Training is documented in each employee file. The training focuses on the CAP Grievance/Problem Solving Procedure and CAP Confidentiality Policy that is given to each client.

CCCC's CAP offices shall be ADA compliant and accessible for persons with disabilities.

Home visits may be available for homebound community members and provided to those unable to come into our offices.

Both CAP offices are located within low-income neighborhoods and on or near major bus routes. The majority of CAP staff is bilingual. Additionally, satellite locations throughout our service area shall be available to take applications at designated times. All applications and materials are available in Spanish. The CAP offices may have three bilingual staff available to ensure services are available to non-English speaking individuals. Reasonable accommodations shall be available for hearing and/or vision impaired individuals. CAP staff members also receive ongoing training on cultural sensitivity.

Contractor current hiring practices for CAP employees shall ensure that offers of employment are not extended until after receipt of Central Registry results and completion of the Direct Service Form and Criminal History Affidavit. Fingerprint cards are submitted to the Arizona Department of Public Safety within 7 days of employment.

The hiring process is outlined below:

Hiring Manager:

1. Collect applications/resumes
2. Review candidates
3. Schedule/conduct interviews
4. Ensure that we have a completed and signed application form (resume is helpful but is not enough)
5. Select top prospective candidate
6. Perform reference checks and employment verification (3 minimum)
7. Submit application, resume (if any), reference checks, and any other info to Program Operations Director.
8. Complete Central Registry Clearance process.
9. Have employee complete Direct Service Form, Criminal History Affidavit and turn in fingerprint card and application.

CEO:

1. Review for accuracy and substantiation
2. Generation of an employment offer letter for the prospective employee.
3. Conduct new employee orientation.
4. Submit the fingerprint card for processing within 7 days of employment and turn in copy of the card, once received, to Maricopa County.

Volunteers providing direct services to participants shall not be engaged until after receipt Central Registry check results and the Direct Service Form and Criminal History Affidavit are signed. Fingerprint card and application will be submitted within 7 days. While awaiting results of fingerprint clearance card, staff and volunteers will be under direct supervision of a cleared staff at all times.

CCCC's CAP Program receives funding from other sources which helps us meet the needs of the community and to provide direct assistance in a 12-month program for our clients. The CAP Program Manager, Programs Operations Director and CEO develop a 12 month plan for direct assistance, including funding from Maricopa County and other sources.

This plan is reviewed quarterly to ensure we are able to provide assistance for the entire fiscal year, even when MCHSD funds are depleted. In addition, CCCC refers clients to other local community-based agencies, such as St. Vincent de Paul and/or the Salvation Army, and case management services are provided to assist clients in identifying other support resources.

ENTITY	FUNDING AMOUNT	IN-KIND/CASH MATCH \$ VALUE	IN-KIND/CASH MATCH TYPE
Town of Gilbert	\$115,000	\$115,000	Cash Match
City of Chandler	\$155,000	\$155,000	Cash Match
Valley of the Sun United Way	\$233,828	\$233,828	Cash Match

CCCC’s CAP has received funding from the Valley of the Sun United Way, the Town of Gilbert and the City of Chandler annually to support our CAP Program. In the upcoming year, Contractor expects to receive \$503,828 for CAP services from these sources to leverage funding from Maricopa County, therefore exceeding the required 25% match required.

PROCEDURES FOR CRISIS CASE MANAGEMENT AND FINANCIAL ASSISTANCE SERVICES:

Contractor shall be required to adhere to the following Crisis Case Management and Financial

- Assistance requirements and shall respond to how requirements will be met.
- Agency Policies and Procedures to address the following:
 - Scheduling application intake to include: scheduling for individuals in crisis situations, homeless and about to become homeless, impending utility shutoff and priority processes;
 - Scheduling appointments for clients outside of regular business hours;
 - Scheduling appointments for individuals that are homebound;
 - Documenting client crisis reasons, needs, services requested and services provided, staff time spent providing services, documenting in HSD Online Data System;
 - Obtaining all client verification and maintaining documentation in client files;

METHODOLOGY:

Any community member in CCCC’s service area can request services by submitting a prescreening packet. These packets shall be available in the offices, electronically on the contractor’s website, by email or by fax. The CAP provides assistance Monday – Friday each week. Appointments to provide case management and direct financial assistance are prioritized by the type and immediate impact of the reported crisis and are scheduled accordingly. Clients in a crisis situation are given priority. Clients facing utility shutoff are expedited in the process. Phone contact is made with the utility company to request an extension in service while the application is processed. Clients requesting rental assistance, who have already been to court for non-payment of rent shall be seen on a standby basis. Clients who are homeless are screened immediately and provided necessary referrals. Other basic services and referrals are provided to applicants on a daily basis. Clients requesting referrals for shelter, food or clothing are seen immediately.

Contractor may have extended hours at both of our CAP locations to accommodate clients requiring an appointment outside of regular business hours. In the prescreening packet, clients are given the opportunity to request an appointment before 8 a.m. or after 4 p.m. Clients requesting appointments outside of regular business hours will be scheduled accordingly.

Provisions are available, upon request, from a homebound or disabled client for a home visit. A home visit shall be scheduled and assigned to the Program Manager or an Eligibility Specialist. A hard copy of the signature page of the application and other necessary signature pages are taken on the visit for original signature if clients are eligible for services through county funding. A portable photocopy machine is used to ensure all documentation is properly copied for client file. The application shall be entered into the online data system upon return to the office (the application shall be entered the same day as the appointment whenever possible and no later than 24 business hours after the appointment).

Once clients have completed the screening process and have been determined eligible for a particular service, the information on the client’s crisis, income, request for assistance and services provided shall be entered into HSD online. During the interview, staff enters necessary information to complete the application. Following the interview, staff complete notes and record the amount of time spent with or on behalf of the client. All phone contacts and follow-up contacts are also recorded immediately. All applications for assistance, supporting documents and notes

are printed and placed in the left side of the client's file.

The CAP staff members shall provide potential clients a list of all verification documents required, depending on the funding source used. It is the responsibility of the potential applicant to obtain these documents; however, CAP staff members may assist when needed. Upon receiving all required documentation, the application is then completed. Financial assistance documentation, applications and required verification documents for each application are secured on the left side of the client file, in chronological order.

MCHSD FUNDED FINANCIAL ASSISTANCE:

Contractor shall be required to adhere to policies and procedures for administration of MCHSD funded financial assistance and shall respond to how requirements will be met.

Agency Policies and Procedures to address the following:

- Notifying applicants of their rights, responsibilities, the agency's grievance/problem solving procedures, including the provision of the approval/denial/appeal process for services
- Completing quality assurance on client applications submitted to MCHSD to include the staff position responsible for conducting the quality assurance;
- Responding to MCHSD when notified of required clarification and/or corrections required on clients' applications or data entry, to include the staff position responsible for responding to the requests;
- Securing, completing and issuing MCHSD Financial Assistance Vouchers as these vouchers shall be treated as currency and must be kept secure at all times. Process shall include the staff position authorized to sign vouchers;
- If a utility vendor agrees to wait for payment or accepts a guarantee, documentation of arrangement is required. Documenting and Guaranteeing Utility Assistance to Utility Companies consistent with the following criteria:
 - Assistance provided within 48 hours after application and deemed eligible
 - Assistance is provided within 18 hours after application, deemed eligible and a life threatening situation exists;
- Provision of energy conversation education to all eligible applicants receiving utility assistance;
- 50% of clients that receive LIHEAP-funded utility assistance receive targeted energy-savings activities education, an Energy Savers Brochure and is document in client files and HSD Online Client Data System.

METHODOLOGY:

To notify and advise all clients of their rights, responsibilities, the agency's grievance/problem solving procedures, including the provision of the approval/denial/appeal process for services, each client shall be given copies of these documents. A signature of acknowledgement is required on each policy. A copy is given to the client and the original is placed in their file. Upon completion of the application and determination of services, the client is given the original of the approval/denial/appeal for services form. A copy is placed in the client file.

Contractor may utilize the following process for quality review:

- A) Completed applications are gathered at the end of each day and reviewed by the CAP Program Manager, or assigned Eligibility Specialist II, on a daily basis.
- B) CAP staff members cross check each other's applications for errors and any other items requiring follow-up before submitting them to the CAP Manager.
- C) The CAP Manager and/or Program Operations Director review applications for errors and any other items requiring follow-up.
- D) When an error is found, at any of the above review steps, the application is returned to the staff that originally completed the application. The staff then follows procedures to correct the errors and the quality assurance procedure begins again at step A.
- E) The CAP Program Manager is responsible for the accuracy and timeliness of all CAP program documentation, paperwork and files. When notified by MCHSD of an error, the staff responsible

for the error shall have 3 business days to complete the correction. The CAP Manager shall follow up on all errors to ensure timely completion.

MCHSD Financial Assistance Vouchers shall be issued only after the client has provided all required documents; an MCHSD Application has been completed; the household has been determined eligible based on the fund source used; the case worker has contacted the landlord/mortgage company to verify that a voucher shall be accepted; and the landlord has confirmed they are willing to accept the payment.

Separate vouchers are completed for each fund source utilized. Case managers shall complete the top portion; the bottom portion is completed by the vendor/landlord. The voucher issue date and client's signature date are not dated prior to the application date. Upon completion of the voucher, a copy of the voucher is attached to copies of the application and placed in client's file. Both white and yellow copies of the voucher are sent or hand delivered to the vendor/landlord by the client. The landlord maintains the completed yellow copy and sends the white copy to MCHSD. The CAP Program Manager, the Program Operations Director and two (2) Senior Eligibility Specialists are the only staff authorized to sign vouchers. The CAP Program Manager shall maintain vouchers in a locked cabinet.

If a utility vendor agrees to wait for payment or accepts a guarantee, payment guarantees are shall be faxed immediately upon the completion of the application after a client is deemed eligible. Where available, guarantees are made online to ensure the most efficient processing. All assistance is recorded in HSD Online and a copy of the guarantee is filed in the client file. In cases facing immediate disconnect, collateral contact shall be made with the utility company to prevent interruption of service. Assistance is always provided within 48 hours after the application is deemed eligible, or within 18 hours after the application, if deemed eligible and a life threatening situation exists.

CAP staff discusses and provides a copy of the Energy Savers Tips supplied by MCHSD to all clients receiving utility assistance. The brochure is available in both English and Spanish. Referrals to other energy conservation programs provided by the utility companies are also made. CAP staff shall discuss the information provided in the brochure with at least 75% of the clients. All clients receiving energy education shall have the "EEO" code entered into their application in HSD online. This is ensured through the application quality assurance process, as the EEO code entry is verified by the CAP Programs Manager.

INFORMATION & REFERRAL:

Contractor shall be required to adhere to policies and procedures for provision of Information & Referral services and shall respond to how requirements will be met. Respondents shall provide methodology that will ensure procedures for Information and Referral services are met.

Agency Policies and Procedures to address the following:

- Providing information and referrals to clients, facilitating or coordinating referrals with agencies and documenting in client files and in HSD Online Client Data System;
- Providing referrals to clients for weatherization services and or the repair/replacement of utility-related appliance programs;
- Enrolling eligible clients in appropriate utility discount programs (i.e. Southwest Gas Discount Program (LIRA), APS E-3 Discount Program, and the SRP Economy Price Plan Discount.
- 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)

METHODOLOGY:

CAP staff provides referrals to clients to agencies and service providers, which provide needed additional services to the client population. Staff members also contact partner agencies on behalf of the client and schedule necessary appointments. Some agencies provide follow-up to the CAP staff on the status of the client who has been referred. Referrals and agency feedback are recorded in the client's file. In addition, the CAP staff record all referrals into the MCHSD database. This information is regularly updated to ensure the most accurate and effective referrals. In addition, CAP staff regularly meets with and tours partners' facilities in order to coordinate efforts, stay connected and better serve our communities.

Client homeowners may be informed of weatherization services and/or the repair/replacement of utility-related

appliances during their appointment. As appropriate, CAP staff determines income eligibility and completes the intake of the application and all required forms. CAP staff complete entry of the application into the database at time of the appointment then a Quality Assurance Review shall be completed.

Through the assessment process, CAP staff review and discuss with each client available utility and phone discount programs. Where appropriate, applications or assistance forms are completed or provided to the client. Brochures and/or applications for these programs are available in the lobby and on each staff's desk. When it appears the client is not receiving benefits they could be eligible for, staff will refer the client to the Arizona Self Help web site or our Benefits Coordinator for assistance in applying for benefits, such as SNAP or AHCCCS, on-site. If the Benefits Coordinator is unavailable, CAP staff shall be trained to assist with this process using Health- e Plus. These referrals are recorded in the client file and on the daily tracking sheet by the staff and input into the MCHSD database by the CAP staff. Staff is also available to assist clients with the completion of applications for assistance for other social service programs.

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 Respondent'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 Respondent's level.

METHODOLOGY:

All CAP clients shall be provided with a copy of the Grievance Procedure at time of application. This procedure clearly states steps and contact information for each stage of the Grievance Procedure, beginning with the CAP Program Manager and ending with the Department of Economic Security.

PANDEMIC AWARD PERFORMANCE:

At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
- Alternative methods to ensure services are available.
- An up to date list of agency contacts and organizational chart.

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 agreement impossible or impracticable, the Department shall have the following rights:

- After the official declaration of a pandemic, the Department may temporally void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.
- 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.
- Once the pandemic is officially declared over and/or the Awardee can demonstrate the ability to perform, the Department, at its sole discretion may reinstate the temporarily voided Award.

METHODOLOGY:

Contractor's CAP Program has a plan to be implemented in situations where there is a significant decrease in the workforce or a pandemic has been officially declared. If such event were to occur, all available staff and volunteers will provide services. Satellite sites at partner locations such as the City of Chandler or Town of Gilbert buildings may be utilized in case of emergency at the current CAP sites. Staff may be expected to report to work and perform their usual duties as well as any additional critical services that may be needed during the emergency. CCCC shall cooperate with MCHSD and shall ensure communication with MCHSD to the extent possible throughout the event. All staff has a current list of agency contacts (with cell phone numbers) and organizational chart.

COST REIMBURSEMENT AND MATCH REQUIREMENTS:

Contractors shall be required to provide a minimum of In-Kind/Cash Match value of 25% other than MCHSD provided funds to support administration and operating program costs:

- Cash match shall not include federal funds or funds used to match another federal program.
- In-kind support may include but is not limited to: office space, personnel time, equipment, material and supplies

METHODOLOGY:

Contractor understands this contract shall be on a cost reimbursement basis and has a minimum of 25% nonfederal cash match to support administration and operating program costs.

AVAILABILITY OF FUNDING:

CCCC's CAP Program receives funding from other sources which helps us meet the needs of the community and to provide direct assistance in a 12-month program for our clients. Our CAP Program Manager, Programs Operations Director and CEO develop a 12 month plan for direct assistance, including funding from Maricopa County and other sources. This plan is reviewed quarterly to ensure we are able to provide assistance for the entire fiscal year. In fiscal year 14/15, CCCC provided 1,173 unduplicated households with \$600,783 of direct assistance for utilities and 65 unduplicated households with \$71,693 with direct assistance for rent with funds from Maricopa County. With all funding sources, we provided 304 direct assistance payments for homeless reduction or prevention totaling \$279,411 and 2,404 utility assistance payments totaling \$776,881.

STANDARDS, LICENSURE & PROGRAM REQUIREMENTS:

Crisis case management is the process by which eligibility for financial assistance with basic and emergent needs is determined and provided to income eligible individuals. Available resources are categorized as follows:

- Financial Assistance (e.g. rent, utility, mortgage assistance);
- Information and Referrals;
- Utility Discount Programs (enrollment);
- Goods and materials (e.g. food boxes, clothing);
- Home Repair/Weatherization (e.g. Referral to home repair programs i.e. Weatherization Program); and Non-Financial Assistance (e.g. case management, energy conservation education, assistance with completing forms i.e. AHCCCS applications, Food Stamps applications)

Contractor will be required to use the Maricopa *County Human Services Department/Community Services Division Policy & Procedure Handbook*, as amended, in the provision of services. The *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.

Contractor shall use 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 Awardee staff/volunteers supported with MCHSD funds.

Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used, including but not limited to:

- 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.
- Federal Social Services Block Grant;
- Federal Emergency Solutions Grant;
- Federal Community Services Block Grant;
- Utility, Repair, Replacement and Deposit Assistance Guidelines;
- State Short Term Crisis Services Program;
- Federal Temporary Assistance to Needy Families (TANF) as related to the provision of

- Emergency Assistance;
- State and Federal Client Confidentiality Laws and Regulations;
- Maricopa County Human Services Department/Community Services Division Policy & Procedures Handbook;
- Community Services Block Grant Legislation, as amended;
- Stewart B. McKinney Homeless Assistance Act;
- COATES Human Services Reauthorization Act of 1998;
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Neighbors Helping Neighbors (ARS §46-741);
- Verification of Identity and Citizenship and/or Immigration Status (ARS §46-140.01); and
- Eligibility for Federal and State or Local Public Benefits (ARS §1-501 - 1-502).
- Contractor shall maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with their job description.
- Contractor shall maintain documentation that case management staff have received training on the requirements of ARS §46-140.01 and ARS §1-501 and ARS §1-502 regarding eligibility for State and local benefits.

METHODOLOGY:

Contractor shall use the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook*, as amended, in the provision of services. The *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.

Contractor shall also use 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 CCCC staff/volunteers supported with MCHSD funds.

Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules related to the specific funding sources used. CCCC will also maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job description. CCCC case management staff will receive and document training on the requirements of ARS §46-140.01 and ARS §1-501 and ARS §1-502 regarding eligibility for State and local benefits.

SERVICES PROVIDED BY MCHSD:

To ensure successful program service delivery, MCHSD shall provide/conduct:

Training and technical assistance on:

- *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook*;
- MCHSD funded crisis case management and financial assistance services;
- MCHSD Financial Assistance Vouchers;
- Use of the HSD Online Client Data System
- Results Oriented Management and Accountability (ROMA);
- Required Reports and Forms; and
- Other forms as necessary,

Fiscal monitoring, program monitoring and client file review;

REPORTING REQUIREMENTS:

Contractor shall submit reports as required. MCHSD reserves the right to add, remove, or revise reporting requirements as needed.

Contractor shall submit the following to MCHSD/CSD:

- 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.

Reports will be submitted to:

Maricopa County Human Services Department
Community Services Division
234 N. Central Avenue, Suite 3000
Phoenix, AZ 85004

- Submit other reports as required by MCHSD.

EXHIBIT C

AGENCY BACKGROUND INFORMATION

AGENCY BACKGROUND INFORMATION

Agency Name Chandler Christian Community Center	DUNS Number: 149086878
Mailing Address P.O. Box 591, Chandler, AZ 85244	
Chief Executive Officer Trinity Donovan	Email Address of CEO trinity@chandlerfoodbank.org
Contact Person, if different	Email Address of Contact Person
Contact Phone 480-963-1423 ext. 107	Contact Fax 480-726-0896
Is your agency qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please describe:	

1. Provide a brief description that includes: mission, vision and goals, agency's history, and programs. Describe the agency's experience and current capability to provide Crisis Case Management and Financial Assistance Services. Include number of years providing the proposed services and the number of years providing these services in the proposed service area.

Chandler Christian Community Center changes lives by nourishing minds and bodies to create a connected, thriving community. The Chandler Christian Community Center (CCCC) was organized in 1966 for the purpose of providing assistance to those who were in need. The center has provided emergency food and other services to the needy of this community. The numbers have increased dramatically over the years. Today it remains the largest charitable Food Bank organization in Chandler, providing food and other programs to the low income and homeless in the area.

CCCC provides for the basic and emergency needs of individuals and families through a number of programs. At CCCC residents are able to access emergency and supplemental food through the Chandler Food Bank; emergency rent and utility assistance, financial literacy training and VITA tax assistance, and case management through the CAP agencies; and home delivered and congregate meals through the Senior Nutrition Program. The Family Resource Center offers educational programs (early childhood literacy, parenting classes, and school supplies), health/wellness services (enrollment of public benefits, wellness checks, HIV/STD testing, access to children's fluoride treatments), and holiday toy drives. I-HELP provides homeless individuals with safe overnight lodging, meals, case management and connections to community services through partnerships with faith and community organizations. CCCC offers the convenience of a one-stop environment to address a myriad of individual and family basic needs.

Our FY2015 accomplishments are many. We collected over 930,000 pounds of donated food for distribution in 16,961 emergency and supplemental food boxes with enough food to provide 775,000 meals benefiting 12,090 unique individuals. We recruited and coordinated the work of 1,000 community volunteers who donated 31,180 volunteer hours. Our Family Resource Center provided 12,796 hours of instruction through comprehensive programming. I-HELP served 252 individuals with 4,852 bed nights. Our CAP office assisted 2,708 households with financial assistance totaling over \$1 million. Our Senior

Centers provided 73,136 meals to 1,272 unduplicated individuals and 1,142 activities. Almost 1,000 children participated in Operation Santa in 2015. In July 2015, we partnered with For Our City and others to assist over 3,000 children with backpacks, school supplies and clothing through a collective effort.

At the end of fiscal year 11/12, CCCC began operation of Community Action Program (CAP) and Senior Nutrition Programs for Chandler and Gilbert. We successfully transitioned these programs from the previous nonprofit that administered these programs and hired employees of the former nonprofit to staff these programs. CCCC employs staff with extensive experience delivering programs and services for the low income and elderly in the Southeast Valley.

CCCC's Community Action Programs annually provide services to over 5,000 unduplicated individuals. CCCC's CAP staff and management are experienced in case management, community outreach and program intake, are very familiar with community resources, and have over 127 years combined experience in social service program delivery. Additionally, our CAP offices have strong policies and procedures in place to ensure compliance with our funding sources. Finally, CCCC's staff are actively involved in the communities we serve in order to build and maintain partnerships, stay updated on community resources and to effectively advocate for our clients.

2. Number of agency employees that provide and/or support the proposed services:

13 (10 positions partially supported through this request to Maricopa County)

3. Has your agency held any grants and/or contracts with Maricopa County during the previous three years? Yes No If yes, please describe.

Provider of Financial and Crisis Case Management Services in SE Community Services Area:
 FY12/13
 FY13/14
 FY14/15

4. Does your organization have the following:

	Yes	No	Date of Last revision
Personnel Manual	<input checked="" type="checkbox"/>	<input type="checkbox"/>	01/25/11
Accounting Manual	<input checked="" type="checkbox"/>	<input type="checkbox"/>	06/26/12
Program Policy & Procedures*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	06/11/12

(*This does not include the MCHSD Program Policies & Procedures Handbook)

5. Does your organization have an internal budget development and approval process? Yes No If yes, attach a detailed description.

CCCC has a budget development and approval process. The agency wide budget is prepared in draft form by the Finance Director and CEO, based on existing contracts that are in place and expected the following fiscal year. The budget is then discussed with the Program Operations Director for input, review, and comment. The draft budget is then amended as appropriate and presented to the Budget and Finance Committee for their review and comment. The Finance Committee recommends the budget to the Board of Directors for their review, comment and approval. The budget process begins in September with the final draft being presented to the Board of Directors in November. The Finance Committee reviews the budget again in June, and updates based on contracts received. The Board approves the revised budget. The budget takes effect on July 1st, as CCCC's fiscal year is July 1st through June 30th.

6. Does your organization track ongoing financial status against approved budget? Yes No

7. List date of most recent financial audit and accounting firm.

Name: _____ Date: _____

Wallace, Plese and Dreher LLP	June 30, 2015
-------------------------------	---------------

8. Has agency, within the last three years, had audit exceptions or questioned costs arise from audits? Yes No If yes, please attach a detailed description including how exceptions/ questioned costs were resolved.
9. Has agency within the last three years defaulted on or had a government contract or grant canceled, suspended or terminated for other than successful completion? Yes No If yes attach a detailed description.
10. Is agency currently in good standing with the Arizona Corporation Commission? Yes No If no, submit a detailed description.
11. Has corporate status ever been denied, revoked or suspended? Yes No If yes, please explain.
12. Are there any suits, judgments, tax deficiencies, or other claims pending or in process which have occurred against your agency within the last three years. Yes No If yes, attach explanation.
13. If Awarded, does your agency have sufficient funds to meet obligations while awaiting reimbursement from Maricopa County, Human Services Department, Community Services Division? Yes No

Please indicate when proposers' Administrative office will not be open on those holidays marked below (darken box for applicable holiday).

- | | | | | |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Washington's birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday | <input checked="" type="checkbox"/> Good Friday | <input checked="" type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Christmas Day |

OTHER HOLIDAYS:

- | | | | | |
|--|--|--|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Day After Thanksgiving | <input checked="" type="checkbox"/> Floating Holiday Day Before New Year's | <input checked="" type="checkbox"/> Day Before Christmas | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | _____ | _____ |
| | | | (specify) | (specify) |

EXHIBIT D

LOBBYING PACKET

*Public Law 101-121 (31 U.S.C. 1352)
For Reference see Federal Register, dated 2/26/90, Vol. 55, No 18*

Dear Respondent, Contractor, Subcontractor,

Please review the attached forms and respond as appropriate.

Attachment I

In order to enter into an agreement with the Maricopa County Human Services Department for the provision of Award services or to amend a current agreement you are required to sign the Certification Regarding Lobbying. Please submit it to this sender with your Proposal, Contract, or Amendment.

Attachment II

If paragraph 2 of Attachment I applies, then complete this Disclosure of Lobbying Activities form and submit it with the certification.

Instructions

There is a distinction between lobbying and advocacy. As long as "advocacy" does not involve influencing the obtaining of a specific grant or contract, but is merely advocacy for the general benefit of the target population served, it is not lobbying and there may be no need for certification or disclosure. Each case must be reviewed individually by the recipient as the recipient is responsible for compliance and sanctions.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of information contained in any disclosure form previously filed.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (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 a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Chandler Christian Community Center
Organization



Authorized Signature

CEO

Title

03/17/16

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:	5. If reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, Mi):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, Mi):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply):	
12. Amount of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s) employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		

15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No:	
	<table border="1"> <tr> <td style="background-color: #cccccc;"> Federal Use Only: </td> <td> Authorized for Local Reproduction Standard Form – LLL </td> </tr> </table>	Federal Use Only:
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.)
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

<p>Public reporting burden for this collection of information is estimated to average 30 minutes per response., including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.</p>
--

EXHIBIT E

ACCOUNTING CERTIFICATION

Maricopa County Human Services Department
234 North Central, Suite 3000 Phoenix,
Arizona 85004

To Whom It May Concern:

We are Certified Public Accountants and have been engaged to perform a preliminary survey of the accounting system of Chandler Christian Community Center.

We understand that as part of the Request for Proposal (RFP) process, the Human Services Department (HSD) requires that applicants obtain an accounting system certification from an independent CPA. The purpose of such a review is to provide HSD with certain assurances that the applicant has internal accounting controls and administrative procedures in place which should provide reasonable assurance that claims for reimbursement are accurate, costs are allowable under the contract, and that costs are supported by source documentation.

Because of the limited scope of such a review, we are not able to render an opinion on the accounting system. However, our review resulted in no exceptions to HSD's criteria as indicated on the attached checklist.*

This report is intended for use only by HSD and should not be used for any other purposes.



Scott T. Wallace

Wallace, Plese + Dreher, LLP

*If the auditors identified exceptions on the checklist, they should state: However, we identified the following exceptions to HSD'S accounting system criteria: (list exceptions).

Accounting System Certification Checklist
--

Directions: The accountant should indicate a yes/no based on his/her preliminary review of the applicant's accounting system. Please elaborate any exceptions in the spaces provided.

ITEM	YES	NO
1. The entity uses fund accounting which allows for identification of the sources and applications of funds by program.	✓	
2. The entity has accounting procedures and internal controls which provides reasonable assurance that accounting records are supported by source documentation.	✓	
3. The entity has accounting procedures and internal controls which provides for accurate and complete recording of transactions.	✓	
4. The entity has procedures for determining the reasonableness, allowability, allocability and proper classification of costs claimed for reimbursement with the terms of the contract and Federal Regulations.	✓	
5. The entity has effective internal controls which provide accountability for all funds, property and other assets.	✓	

<p>6. The entity has procedures which allow for comparison of actual outlays with budget amounts for each grant or other agreement.</p>	<p>✓</p>	
<p>7. The entity has a capitalization policy that is in compliance with program/contract requirements.</p>	<p>✓</p>	
<p>8. The entity conducts physical inventories of all equipment on a monthly, quarterly, or annual basis.</p>	<p>✓</p>	
<p>9. The entity ensures that all contract funded equipment is being used for the program activities for which they were purchased.</p>	<p>✓</p>	
<p>10. The entity has a current audited financial statement and/or OMB 133 on file.</p>	<p>✓</p>	
<p>11. The entity has the required written authorizations for each employee as follows: a) employees added to the payroll; b) changes in rate of pay; c) employees taken off the payroll; d) payroll deductions; e) accounting distributions set up of employee payroll costs; f) payroll time sheet reports prior to paying employee.</p>	<p>✓</p>	

EXHIBIT F**CERTIFICATION REGARDING DEBARMENT****Instruction for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

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

(Before completing certification, read instructions which are an integral part of the certification)

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

Trinity Donovan, CEO
Name and Title of Authorized Representative


Signature

03/17/16
Date

EXHIBIT G

LEVERAGE FUNDS CHART

(July 1, 2016 TO JUNE 30, 2017)

Please list all funding sources expected during SFY 2016 that will directly support the administration and operation of Community Action program services. Do not list funding anticipated to be provided through a contact with Maricopa County through its Human Services Department.

List In-kind such as donated building space, vehicle usage, IT support, attorney services, as well as cash source of match.

Agency Name: Chandler Christian Community Center

Funding Source	Description	Firm or Anticipated	Cash or In-Kind	Annual Amount Value
Town of Gilbert	Administrative and direct financial assistance	Anticipated	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> In-Kind	\$115,000
City of Chandler	Administrative and direct financial assistance	Anticipated	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> In-Kind	\$155,000
Valley of the Sun United Way	Administrative and direct financial assistance	Anticipated	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> In-Kind	\$233,828
			<input type="checkbox"/> CASH <input type="checkbox"/> In-Kind	
			<input type="checkbox"/> CASH <input type="checkbox"/> In-Kind	
			<input type="checkbox"/> CASH <input type="checkbox"/> In-Kind	
			<input type="checkbox"/> CASH <input type="checkbox"/> In-Kind	
			<input type="checkbox"/> CASH <input type="checkbox"/> In-Kind	
			<input type="checkbox"/> CASH <input type="checkbox"/> In-Kind	

Total Amount of Leveraged Funds: \$ 503,828

EXHIBIT H

FACILITY LOCATION CHART

Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	SERVICE AREA: COMMUNITY SERVICES AREA and DESCRIPTION
<u>Service Location(s)/Office(s)</u>				
345 S. California St. Chandler, AZ 85225 Phone: (480) 963-1423 Fax: (866) 936-0950	Crisis Case Management and Financial Assistance Services		Monday, Wednesday, Thursday, Friday: 7:30 a.m. – 4:00 p.m. Tuesday: 7:30 a.m.-7:00 p.m.	SE Community Service Area as indicated on map Exhibit 8
44 N. Oak St. Gilbert, AZ 85233 Phone: (480) 892-5331 Fax: (866) 936-0950			Monday, Wednesday, Friday: 7:30 a.m.-12:30 p.m. 1 p.m. - 4:00 p.m.; Tuesday: 7:30 a.m. – 12:30 p.m. 1 p.m.-3:00 p.m.; & Thursday: 10:30 a.m.-7:00 p.m.	
<u>Administrative Offices</u>				
Chandler Christian Community Center 345 S. California Street Chandler, AZ 85225 PH: 480-963-1423 FAX: 480-726-089	Administrative Offices		Monday-Friday 7:30 a.m.-4 p.m.	

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- | | | | | |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Washington's birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday | <input checked="" type="checkbox"/> Good Friday | <input checked="" type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Christmas Day |
| OTHER HOLIDAYS: | | | | |
| <input checked="" type="checkbox"/> Day After Thanksgiving | <input checked="" type="checkbox"/> Floating Holiday –Day Before New Year's | <input checked="" type="checkbox"/> Day Before Christmas | <input type="checkbox"/> | <input type="checkbox"/> |

(specify)

(specify)

EXHIBIT I

VOUCHER EXPENDITURE PLAN

LIHEAP	\$ Expended	HH's Served	% of Total Expended
Jul-16	\$66,000	103	12.31%
Aug-16	\$86,000	135	16.04%
Sep-16	\$84,000	130	15.66%
Oct-16	\$95,000	150	17.71%
Nov-16	\$47,000	75	8.76%
Dec-16	\$30,000	50	5.59%
Jan-17	\$19,000	30	3.54%
Feb-17	\$20,000	30	3.74%
Mar-17	\$12,000	20	2.24%
Apr-17	\$16,000	25	2.98%
May-17	\$31,000	45	5.78%
Jun-17	\$30,309	45	5.65%
TOTALS	\$536,309	838	100.00%

Local Funding Expended/Planned Utility Assistance	Source	Amount
Jul-16	Gil, Ch, VSUW	\$ 4,500
Aug-16	Gil, Ch, VSUW	\$ 8,000
Sep-16	Gil, Ch, VSUW	\$ 10,250
Oct-16	Gil, Ch, VSUW	\$ 7,250
Nov-16	Gil, Ch, VSUW	\$ 6,000
Dec-16	Gil, Ch, VSUW	\$ 7,500
Jan-17	Gil, Ch, VSUW	\$ 8,250
Feb-17	Gil, Ch, VSUW	\$ 7,250
Mar-17	Gil, Ch, VSUW	\$ 6,000
Apr-17	Gil, Ch, VSUW	\$ 7,500
May-17	Gil, Ch, VSUW	\$ 7,500
Jun-17	Gil, Ch, VSUW	\$ 4,000
TOTALS		\$ 84,000

STCS/ TANF	\$ Expended*	HH's Served	% of Total Expended
Jul-16	\$18,615	12	20.74%
Aug-16	\$13,000	9	14.48%
Sep-16	\$10,000	7	11.14%
Oct-16	\$12,000	8	13.37%
Nov-16	\$9,000	6	10.03%
Dec-15	\$7,000	5	7.80%
Jan-17	\$3,000	2	3.34%
Feb-17	\$5,000	3	5.57%
Mar-17	\$5,000	3	5.57%
Apr-17	\$5,000	3	5.57%
May-17	\$1,000	1	1.11%
Jun-17	\$1,152	1	1.28%
TOTALS	\$89,767	60	100.00%

Local Funding Expended/Planned -Rental Assistance	Source	Amount
Jul-16	Gil, Ch, VSUW	\$ 5,000
Aug-16	Gil, Ch, VSUW	\$ 11,500
Sep-16	Gil, Ch, VSUW	\$ 15,300
Oct-16	Gil, Ch, VSUW	\$ 10,800
Nov-16	Gil, Ch, VSUW	\$ 9,000
Dec-16	Gil, Ch, VSUW	\$ 11,250
Jan-17	Gil, Ch, VSUW	\$ 12,500
Feb-17	Gil, Ch, VSUW	\$ 11,000
Mar-17	Gil, Ch, VSUW	\$ 7,000
Apr-17	Gil, Ch, VSUW	\$ 11,100
May-17	Gil, Ch, VSUW	\$ 11,450
Jun-17	Gil, Ch, VSUW	\$ 5,100
TOTALS		\$ 121,000

EXHIBIT J

LIMITED ENGLISH PROFICIENCY POLICY

ARIZONA DEPARTMENT OF ECONOMIC SECURITY		POLICY NUMBER DES 1-01-34 I ndex	
	CHAPTER	ARTICLE	
	01 Department of Economic Security	01 Director	
	SUBJECT	EFFECTIVE DATE	REV. NO.
	34 Limited English Proficiency	06-24-09	0

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

POLICY STATEMENT	DS 1-01-34.1
AUTHORITY	DES 1-01-34.II
OVERVIEW	DES 1-01-34.III
SCOPE	DES 1-01-34.1V
DEFINITIONS	DES 1-01-34.V
STANDARDS	DES 1-01-34.VI

ARIZONA DEPARTMENT OF ECONOMIC SECURITY		POLICY NUMBER DES 1-01-34 Index	
	CHAPTER	ARTICLE	
	01 Department of Economic Security	01 Director	
	SUBJECT	EFFECTIVE DATE	REV. NO.
	34 Limited English Proficiency	06-24-09	0

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

I. POLICY STATEMENT

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

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

II. AUTHORITY

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

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

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

- "(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
- (i) Deny an individual any service, financial aid, or other benefit provided under the program;
 - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;
- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of*

their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin." (emphasis added)

III. OVERVIEW

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

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

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

IV. SCOPE

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

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

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.
Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

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

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

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

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a

level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

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

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

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

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

VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
2. **Compliance and Enforcement**: It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.
3. **Work unit Procedures**: Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
 - a. Provision of language services generally;
 - b. Identification and assessment of language needs;
 - c. Oral language assistance services;
 - d. Written translations;
 - e. Oral and written notification of the availability of language services;
 - f. Issue resolution rights;
 - g. Staff training on language service provision; and h. Monitoring access to language assistance.
4. **Needs and capacity assessment**: The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
 - Determine the number or proportion of LEP customers served;
 - Determine the frequency of contact between LEP customers and the program;
 - Assess the nature and importance of the program; and
 - Assess available resources.
 - a. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps. These*

steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

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

5. Oral language assistance:

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

services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;

- ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;
 - iii. Orally translating vital documents into languages other than English for LEP customers.
- b. *Location and Accessibility of LEP Services:* Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
- c. *Use of Bilingual Staff:* The Department will make reasonable efforts to recruit and have bilingual staff employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
- i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;
 - ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
- d. *Unacceptable Practices:* Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
6. Translation of written materials: Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
- Applications;
 - Recertification or renewal applications;
 - Documents that require a response;
 - Letters or other written documents that contain information regarding participation in a program;

- Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
- Consent and complaint forms;
- Appeal rights and grievance procedures;
- Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
- Notices advising LEP persons of free language assistance.
- Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

- a. *Each work unit shall translate its vital documents into languages used significantly by its LEP customers.* The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
- b. *Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.* Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.
- c. *Each work unit should be sensitive to the literacy levels of the LEP public.* There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. Institutional Considerations for Translation:

- a. *Each work unit shall ensure that the public is aware of available interpretation and translation assistance.* Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
- b. *Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.* The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.

- c. *The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages. The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.*
 - d. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*
8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:
- a. *General training* for all staff on the importance of providing services for individuals with LEP;
 - b. *Work unit-specific training* to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;
 - c. *Technical assistance training* for LEP contact staff;
 - d. *Management level training* for supervisors and administrative staff assisting staff with direct customer contact.
9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:
- a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;
 - b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;
 - c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;
 - d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.
10. **Monitor access to language assistance:**

- a. *Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers. Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:*
- i. Current LEP populations in service areas or population or specific populations encountered;
 - ii. Frequency of encounters with LEP customers;
 - iii. Nature and importance of activities to LEP customers;
 - iv. Availability of resources, including technological advances, additional resources, and
 - v. Whether existing assistance is meeting the needs of the LEP customers;
 - vi. Whether staff know and understand the LEP procedures; and
 - vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

- b. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons. Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:*
- i. Has up-to-date information on language needs in the communities it serves;
 - ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
 - iii. Translates vital written documents into the languages needed by the communities being served;
 - iv. Has adequate supplies of translated materials;

- v. Trains those staff required to be trained in LEP activities; and vi. Keeps notification material up-to-date.

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

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

12. Issue Resolution

- a. *Work unit Level Process:* Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

- i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;
- ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;
- iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.

- iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written continuation of the decision within five business days.

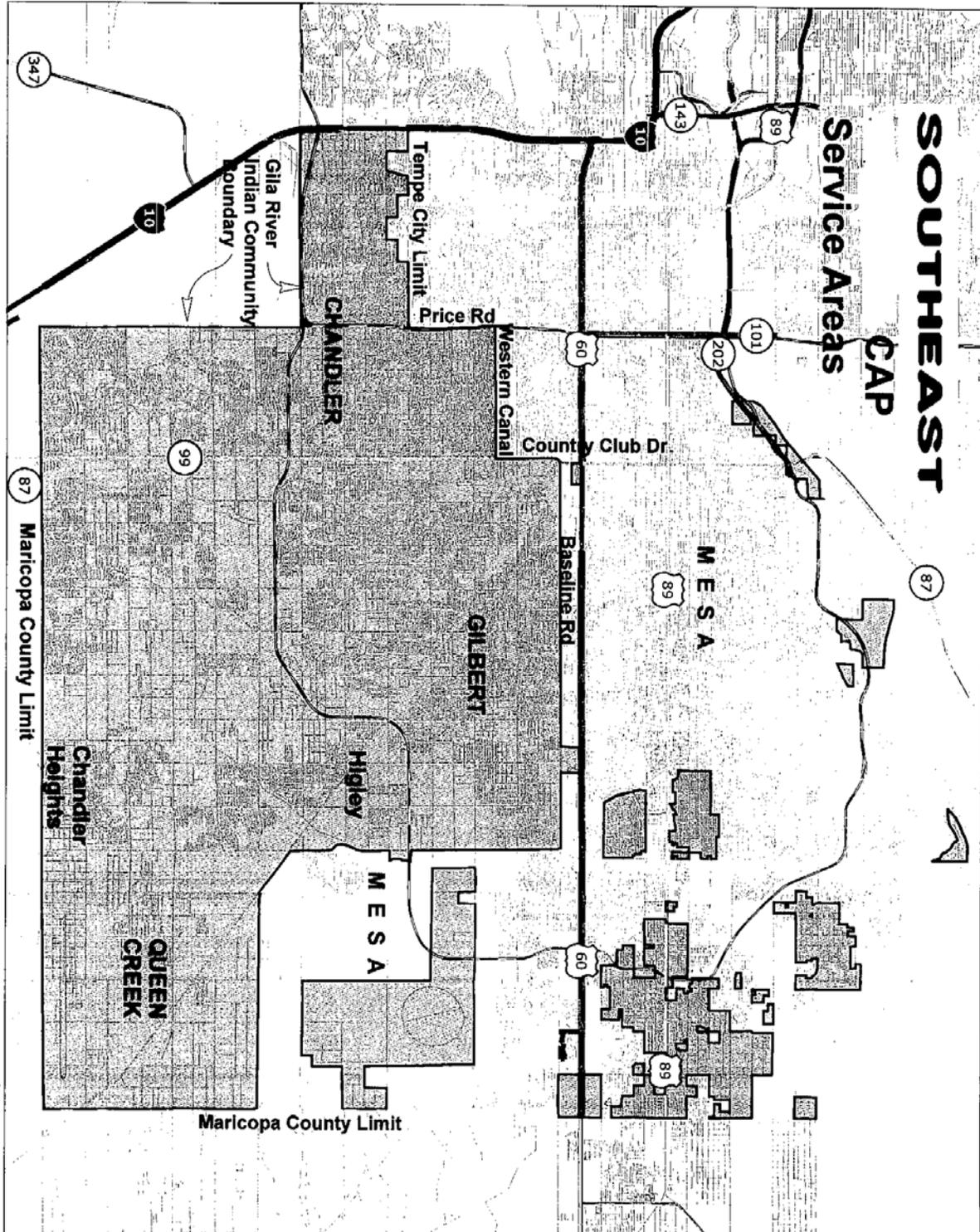
- b. *Department Level Process:* The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office

of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.

- i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. **Level II** action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the **Level II** review and advise the LEP customer of the method and time frame to obtain a Level III review.
- ii. **Level III:** In the rare instances where no resolution can be accomplished at the **Level II** review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

EXHIBIT K

COMMUNITY SERVICE AREA- SOUTHEAST



**CHANDLER CHRISTIAN COMMUNITY, 345 SOUTH CALIFORNIA STREET.,
CHANDLER, AZ 85225**

PRICING SHEET: NIGP CODE 90664 & 91827

Terms:	NET 30
Vendor Number:	2011002757 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2017.