

# CITY COUNCIL REPORT



Meeting Date: July 6, 2022  
 General Plan Element: *Public Services & Facilities*  
 General Plan Goal: *Partner with other jurisdictions and agencies*

## ACTION

Adopt Resolution No. 12534 authorizing Contract No. 2022-094-COS, an intergovernmental agreement with Maricopa County to operate the city's Community Action Program and to provide program funding.

Through this intergovernmental agreement, the Maricopa County Human Services Department (MCHSD) will designate Vista del Camino as the local Community Action Program (CAP) administrator so that Vista may continue to provide CAP funding to Scottsdale area residents. The CAP is a mechanism to allow funding and programming from several government sources to pass through to eligible Scottsdale residents, specifically to address poverty, the prevention of homelessness, and the empowerment of low-income families and individuals to become self-sufficient. Additionally, this Agreement provides \$391,875 to support the City's CAP administrative costs.

## BACKGROUND

The City of Scottsdale began working with the County in 1968, prior to the construction of Vista del Camino, to provide CAP funding to eligible citizens of Scottsdale through the federal Community Action Agency (CAA) created to combat poverty throughout the United States passed through the Maricopa County Human Services Department (MCHSD). In 2010, the City Council adopted Resolution 8634 formalizing this relationship through an intergovernmental agreement.

MCHSD serves as the local CAA and then contracts with local CAPs such as Vista del Camino to provide various types of assistance to prevent homelessness, professional case management, information and referral, and food programs. Each CAP office is unique within its own service area. All CAP locations provide direct financial assistance for those households that area eligible. Available benefits include:

- Utility payments
- Utility deposit
- Mortgage payment to prevent eviction or foreclosure
- Rent payment to prevent eviction

- First month's rent payment for those who are homeless
- Rental deposit payment for those who are homeless

In Fiscal Year 21/22, Vista del Camino's CAP program had access to approximately \$10.3 million dollars to assist low-income eligible residents. This allocation is higher than historical amounts due to available CARES act funding. The allocation for FY22/23 is expected to be slightly less than FY21/22 although still much elevated over pre-pandemic years, but the exact figures are not available at this time. Year to date, approximately \$9.4 million in financial assistance was distributed to eligible low-income Scottsdale residents through the current contract.

## **ANALYSIS & ASSESSMENT**

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Contract 2022-094-COS continues the fifty-four-year relationship between the City of Scottsdale and Maricopa County Human Services Department to make available, through the County's Community Action Agency, assistance for those in need within the community by providing crisis case management and financial services with a focus on preventing poverty and homelessness. Without the availability of this money, many in the community would be facing eviction, foreclosure, and/or disconnected utilities. Others in the community would not have the financial support to move from homelessness and into a safe living environment.

## **RESOURCE IMPACTS**

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Through this contract, Scottsdale Case Workers provide case management and verify funding eligibility for Scottsdale residents experiencing financial crisis. The actual distribution of funding is handled by Maricopa County Human Services and does not impact the city's budget.

In addition to the crisis funding made available to Scottsdale residents through this contract, the agreement provides \$391,875 of funding to offset administrative costs to run the program. This agreement was planned for and sufficient budget is included in the adopted FY 2022/23 Community Services Division, Human Services Department General Fund operating budget.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Adopt Resolution No. 12534 authorizing Contract No. 2022-094-COS, an intergovernmental agreement with Maricopa County to operate the city's Community Action Program and to provide program funding.

**RESPONSIBLE DEPARTMENT(S)**

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Community Services Division/Human Services Department

**STAFF CONTACT(S)**

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Greg Bestgen, Human Services Director, [GBestgen@scottsdaleaz.gov](mailto:GBestgen@scottsdaleaz.gov)

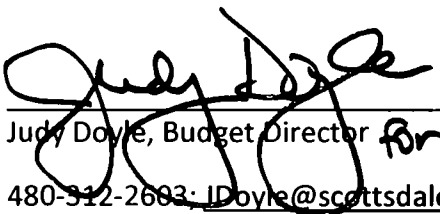
**APPROVED BY**

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\_\_\_\_\_  
William B. Murphy, Assistant City Manager

480-312-7954; [BMurphy@scottsdaleaz.gov](mailto:BMurphy@scottsdaleaz.gov)

6/21/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Judy Doyle, Budget Director *for Resource Impacts*

480-312-2693; [JDoyle@scottsdaleaz.gov](mailto:JDoyle@scottsdaleaz.gov)

6.21.22  
\_\_\_\_\_  
Date

**ATTACHMENTS**

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1. Resolution 12534
2. Contract 2022-094-COS

RESOLUTION NO. 12534

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2022-094-COS, AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO CONTINUE OPERATING THE CITY'S COMMUNITY ACTION PROGRAM (CAP) AND TO PROVIDE PROGRAM FUNDING.

WHEREAS, Arizona Revised Statutes Sections 11-951, *et seq.* provide that public agencies may enter into intergovernmental agreements for the provision of services or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the Scottsdale City Charter authorizes the City to enter into intergovernmental agreements with various public agencies including the County;

WHEREAS, the City's CAP, comprised of the Vista del Camino Community Center and other City facilities and staff, assists those in need within the community by providing crisis case management and financial services with a focus on preventing poverty and homelessness;

WHEREAS, through the assistance of the County, the City operates the CAP to provide a funding mechanism from a combination of sources; and

WHEREAS, through this IGA the County will also reimburse the City for a portion of its CAP administrative costs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Contract No. 2022-094-COS, an intergovernmental agreement between the City and Maricopa County to continue operating the City's Community Action Program and to reimburse the City for a portion of its CAP administrative costs.

Section 2. The City Council hereby authorizes the City's Human Services Director to execute budget adjustments as reflected in the IGA at Subsection 1.4.1 of Section 4 and to execute any other documents and take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County,  
Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
David D. Ortega, Mayor

APPROVED AS TO FORM:

  
Sherry R. Scott, City Attorney

By Janis L. Bladine, Senior Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT  
FOR SERVICES BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF SCOTTSDALE

Contract Number: \_\_\_\_\_  
Contract Amount: \$391,875  
Contract Start Date: July 1, 2022  
Contract Termination Date: June 30, 2023  
UEI #: PMRUAFJ48JE8

This Intergovernmental Agreement ("Agreement") is entered into between the City of Scottsdale ("Contractor") and Maricopa County, administered by its Human Services Department, ("County"). The Contractor and County are collectively referred to here as the "Parties" and individually as a "Party." The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Budget and Compensation

Maricopa County Representative:  
Cathy Chiang, Assistant Director  
Community Services Division  
234 N. Central Avenue, 3rd Floor  
Phoenix, AZ 85004  
602-506-4206  
[cathy.chiang@maricopa.gov](mailto:cathy.chiang@maricopa.gov)

Contractor Representative:  
Rachel Smetana, Human Services Manager  
City of Scottsdale  
7700 E. Roosevelt Road  
Scottsdale, Arizona 85257  
480-312-0051  
[rsmetana@scottsdaleaz.gov](mailto:rsmetana@scottsdaleaz.gov)

Unless otherwise provided below, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed below by: (i) a nationally recognized delivery service (e.g., Federal Express or UPS) with confirmation receipt requested; (ii) United States Post Office certified mail, postage prepared and return receipt requested; and (iii) e-mail with delivery receipt. Unless otherwise indicated in the notice, the notice shall be effective: (i) upon receipt if delivered by a nationally recognized delivery service; (ii) three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by certified mail; and (iii) on the day of transmission if sent by e-mail transmission on a business day by 5:00 p.m. Mountain Standard Time or the following business day if sent on a business day after 5:00 p.m. Mountain Standard Time or if sent on a non-business day. Business day means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County or the Contractor in any state or federal court.

This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall form a single instrument.

The Parties have authorized the undersigned to execute this Agreement on their behalf.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:  
MARICOPA COUNTY

\_\_\_\_\_  
Bill Gates, Chairman Date  
Board of Supervisors

Attested to:

\_\_\_\_\_  
Juanita Garza Date  
Clerk, Board of Supervisors

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney Date





**SECTION 1**  
**GENERAL PROVISIONS**



**Maricopa County**  
**Human Services Department**

**1.0 PURPOSE**

The Contractor shall provide Community Action Program (CAP) services in specific geographic areas and service boundaries. CAP services include the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services to assist low-income households in crisis situations, to move closer to economic self-sufficiency. Detailed program activities identified in Section 3 (Work Statement).

**2.0 TERM**

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

**3.0 RENEWAL**

This Agreement may be renewed by a written amendment provided the Contractor is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Contractor in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

**4.0 AMENDMENTS**

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

**5.0 TERMINATION**

5.1 Under A.R.S. § 38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Party from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

5.3 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Contractor's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

- 5.4 The County may suspend or terminate this Agreement if the Contractor violates any term or condition of this Agreement or if the Contractor fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 5.5 The Parties may terminate this Agreement for convenience. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

## 6.0 ADMINISTRATIVE CHANGE ORDERS

- 6.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the Contractor. Administrative Change Orders may address any of the following areas:
  - 6.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
  - 6.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
  - 6.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
  - 6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by local regulations, policies or requirements.

## 7.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

## 8.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 8.1 **ADES** means the Arizona Department of Economic Security.
- 8.2 **Assistant Director** means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
- 8.3 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 8.4 **Community Action Agency** means an eligible entity designated by the Governor to address the causes and conditions of poverty in a local area, as outlined under the Community Services Block Grant (CSBG) Act.
- 8.5 **CAP Office** means an organization or agency delivering Community Action Program (CAP) services on behalf of the Maricopa County Human Services Department/Community Services Division.
- 8.6 **Case** A record that contains all of a client's case management information. Created when a client is determined eligible for assistance for a program. A case will include the service plan, client services, and service authorizations.

- 8.7 **Client** means an eligible individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 8.8 **Client Service Specialist** means a staff person that accesses and analyzes services needed by a client to coordinate and develop a delivery plan that assists with the current and long-term case management of their clients.
- 8.9 **COATES** means Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 8.10 **Community Service Area (CSA)** means the geographic service area within the County in which Community Action Program services will be provided.
- 8.11 **Contractor** means the organization that contracts with Maricopa County to provide services identified in this Agreement.
- 8.12 **County** means Maricopa County, a political subdivision of the State of Arizona.
- 8.13 **Department** means the Maricopa County Human Services Department or may be referred to as MCHSD.
- 8.14 **Director** means the Director of the Maricopa County Human Services Department.
- 8.15 **Disposition** means the determination of the program application's status, that follow the appropriate action as defined in the policies and procedures handbook.
- 8.16 **Division** means the Maricopa County Human Services Department, Community Services Division, also referred to as CSD.
- 8.17 **HSD Dynamics** means Maricopa County Human Services Department's comprehensive, web-based, client-driven case management database.
- 8.18 **Linguistically Appropriate and Culturally Relevant** means respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an CAP Office service system. Such a system enables the CAP Office, to work effectively in cross-cultural situations. The CAP Office will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.
- 8.19 **Arizona@Work Maricopa County** means the workforce program operated by the Maricopa County Human Services Department's Workforce Development Division.
- 8.20 **Maricopa County Community Services Commission** means an advisory body consisting of low-income households, public elected officials, and other organizations who have interest in the communities served, that fully participate in the development, planning, implementation, and evaluation of the programs administered by the Community Services Division.
- 8.21 **MCHSD/CSD** means the Maricopa County Human Services Department, Community Services Division.
- 8.22 **MCHSD/CSD Policy & Procedure Program Manual** means the Maricopa County Human Services Department/ Community Services Division policy and procedure manual developed and maintained by the Community Services Division, which delineates program eligibility requirements, procedural guidelines, application and documentation procedures, and benefit levels for financial assistance programs.
- 8.23 **MCHSD Case Management Report** means the quarterly program report that tracks outcomes for clients that have received case management services.
- 8.24 **Paper Application** means a hard copy view of a client's data that is relevant to Community Services Division's programs, to support the ability for clients without technology to submit a request for services.
- 8.25 **Priority Level** means the numerical levels assigned to specific criteria as reported by the client, reviewed, and assessed before each program application is escalated and assignment to a client service specialist for processing.

- 8.26 **Process** means a series of actions which are carried out regularly and in accordance with established policies and procedures in order to achieve a consistent and accurate end result.
- 8.27 **Program Application** means a record designed to collect client's data specific to each program offered by Maricopa County Human Services.
- 8.28 **Provider** means an authorized vendor with Maricopa County
- 8.29 **Provider Profile** means a record designed to collect specific data and documentation required to register a provider as an authorized vendor with Maricopa County (name, phone number, email address, completed W-9 and Landlord Verification form).
- 8.30 **Quality Assurance Review** means a thorough review of the data collected in the application, program application, and case to ensure that policies and procedures set into place for each program are being implemented correctly.
- 8.31 **Quality Assurance Specialist** means the designated staff person responsible for the review and approval of service authorizations in HSD Dynamics.
- 8.32 **Respondent** means the individual or organization responding to this solicitation.
- 8.33 **Results Oriented Management and Accountability (ROMA)** means a performance management prescribed by the federal Department of Health and Human Services for Community Action Agencies.
- 8.34 **Self-Sufficiency** means the ability of an individual or family to sustain a given status without ongoing support from social service agencies.
- 8.35 **Service Authorization** means a form to request payment of service, created for each month a payment will be delivered, and reviewed and approved by a supervisor and finance staff.
- 8.36 **State** means the State of Arizona
- 8.37 **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect, or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.

## 9.0 GENERAL REQUIREMENTS

- 9.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 9.2 The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 9.3 The Contractor is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 9.4 The Contractor shall comply with the regulations prohibiting a conflict of interest.
- 9.5 The Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Contractor has made full written disclosure of the proposed payments to the County and has received written approval, therefore.
- 9.6 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

**10.0 ASSIGNMENT AND SUBCONTRACTING**

- 10.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Contractor shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 10.2 The Subcontractor's rate for the job shall not exceed that of the Contractor's rate, as bid in the pricing section, unless the 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 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 Contractor's invoice.

**11.0 AVAILABILITY OF FUNDS**

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

**12.0 BUDGET ADJUSTMENTS**

- 12.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.
- 12.2 The Contractor must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Contractor's authorized Representative as defined in Section 1 (General Provisions), Paragraph 6.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

**13.0 DISPUTES**

- 13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.

- 13.2 If a dispute cannot be resolved informally, then the Contractor shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 13.1 above.
- 13.3 The Assistant Director shall respond in writing to the Contractor within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Contractor is served with the decision, the Contractor files a written notice of appeal with the Human Services Department Director.
- 13.4 The Human Services Department Director shall provide the Contractor with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 13.5 Pending a final decision of the Director, the Contractor shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

#### **14.0 SEVERABILITY**

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

#### **15.0 STRICT COMPLIANCE**

The County's acceptance of the Contractor's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

#### **16.0 SINGLE AUDIT ACT REQUIREMENTS**

The Contractor is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Contractor shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Contractor shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the Contractor is not in compliance with the audit requirements.

#### **17.0 AUDIT DISALLOWANCES**

- 17.1 The Contractor shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 17.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Contractor by the amount

of the disallowance or to require immediate repayment of the disallowed amount by the Contractor issuing a check payable to the County.

#### **18.0 SUSPENSION OF WORK**

The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County 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 Agreement.

#### **19.0 STOP WORK ORDER**

19.1 The County 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 Agreement for a period of 90 calendar 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 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either:

19.1.1 cancel the stop work order; or

19.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

19.2 The County may make an equitable adjustment in the delivery schedule and/or contract price, 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

#### **20.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

20.1 Notwithstanding anything to the contrary, this Paragraph shall not be deleted or superseded by any other provision of this Agreement.

20.2 This Agreement may be immediately terminated by the County if the Contractor defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Contractor's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Contractor if the Contractor is unable or fails to provide required services within the specified time frame in the work statement.

20.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

20.3.1 Non-performance of any obligations required by this Agreement.



- 20.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including guidelines, policies, or directives.
- 20.3.3 Unauthorized expenditure of funds.
- 20.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. Part 200.
- 20.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 20.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Contractor shall, without intent to limit or with restrictions, be subject to the following:
  - 20.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
  - 20.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
  - 20.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Contractor at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
  - 20.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
  - 20.4.5 The Contractor shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

## **21.0 COMPETITIVE BIDDING**

- 21.1 If the Contractor is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 21.2 Contractor's own bidding procedures shall govern, as long as the procurement practices comport with federal law.
- 21.3 The Contractor shall maintain an accessible written procurement manual.

**22.0 PROPERTY**

- 22.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Contractor within the limits budgeted in this Agreement.
- 22.2 Any Contractor property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.
- 22.3 The Contractor shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

**23.0 NON-LIABILITY**

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the Contractor or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the Contractor or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.
- 23.2 The Contractor and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the Contractor and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

**24.0 RECIPROCAL INDEMNIFICATION**

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

**25.0 INSURANCE****25.1 Exceptions:**

25.1.1 The Contractor as a public entity is exempt from the Insurance requirements but shall provide evidence of being self-insured.

**26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this Agreement 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 this Agreement. The provision applies to work performed by Subcontractors at all tiers.

**27.0 TECHNICAL ASSISTANCE**

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

**28.0 STAFF AND VOLUNTEER TRAINING**

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

**29.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds \$100,000, the Contractor agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

**30.0 LOBBYING**

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Contractor 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 agreement, grant, loan, or cooperative agreement.

30.2 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 any federal agreement, grant, loan or cooperative agreement, then the Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**31.0 RELIGIOUS ACTIVITIES**

The Contractor warrants that none of its costs and none of the costs incurred by the Contractor or any of its Subcontractors will include any expense for any religious activities.

**32.0 POLITICAL ACTIVITY PROHIBITED**

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

**33.0 COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

**34.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

34.1 The Contractor shall observe and abide by all applicable State of Arizona 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 contracted services. To the extent permitted by law, the Contractor shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

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

34.3 The Contractor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

**35.0 CONFIDENTIAL INFORMATION**

35.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

35.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

35.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

**36.0 RIGHTS IN DATA**

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it.

**37.0 COPYRIGHTS**

If this Agreement results in a book or other written material, then 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 others to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

**38.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

38.1 The County shall monitor the Contractor's compliance with, and performance goals under, the terms and conditions of this Agreement as well as applicable federal regulations. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Contractor's normal business hours, announced or unannounced.

38.2 The County will conduct on-site monitoring, at a minimum of once every two (2) years. Monitoring will include but not be limited to: facilities, administrative and financial operations, and programmatic service delivery.

38.3 County will monitor monthly expenditures of funds, to determine over/under expenditure patterns. County staff will meet with CAP to discuss spending trends and methods to be used to ensure services are available throughout the term of the contract.

38.4 The Contractor will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring for inspection and copying. Failure of Contractor to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

**39.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

39.1 The Contractor shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

39.2 The Department may request, and the Contractor shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

39.3 If the Department determines that the award to the Contractor of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

**40.0 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 Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

**41.0 RECOGNITION OF COUNTY SUPPORT**

The Contractor shall give recognition to the County and the funding source for its support when the Contractor publishes materials or releases public information that is paid for in whole or in part with funds received by the Contractor under this Agreement.

**42.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

42.1 Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website:

(<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>)

which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

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

**43.0 DISABILITY REQUIREMENTS**

The Contractor agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**44.0 EQUAL EMPLOYMENT OPPORTUNITY**

44.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

44.2 The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

44.3 The Contractor shall and shall cause its Subcontractors to comply with:

44.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

44.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

44.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

- 44.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
- 44.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

#### **45.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq.*

#### **46.0 FINANCIAL MANAGEMENT**

- 46.1 The Contractor agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 46.2 The Contractor shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.
- 46.3 The Contractor shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Contractor. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.
- 46.4 The Contractor shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

#### **47.0 RETENTION OF RECORDS**

- 47.1 This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor that are related to this Agreement.
- 47.2 The Contractor shall retain all records relevant to this Agreement 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 longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

#### **48.0 ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Contractor shall reimburse the County for the services not supported and documented.

#### **49.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

- 49.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA 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 Maricopa

County upon request. These warranties shall remain in effect through the term of the Agreement. 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 Agreement 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 (3) years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).

- 49.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 49.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contractor and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

#### **50.0 DRUG FREE WORKPLACE ACT**

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Contractors and grantees of federal funds must certify that they will provide drug-free workplaces.

#### **51.0 EMPLOYMENT DISCLAIMER**

- 51.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 51.2 The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.
- 51.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Contractor agent, employee, or representative and that no rights of the Contractor civil service, the Contractor retirement, or the Contractor personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Contractor with respect thereto.



**52.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 52.1 The Contractor, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Contractor, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 52.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;
  - 52.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the 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; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 52.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 52.1.2 above; and
  - 52.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 52.2 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 Agreement.

**53.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

- 53.1 The Contractor agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the 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;
- 53.2 The 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 the Contractor and copies provided to County upon request; and
- 53.3 The Contractor shall insert the substance of this clause, including this Paragraph 53.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

**54.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

If the Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**55.0 SURVIVAL**

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

**56.0 FORCE MAJEURE**

56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

**SECTION 2**  
**SPECIAL PROVISIONS**



**Maricopa County**  
**Human Services**

**1.0 STANDARDS**

The Contractor shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Contractor is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Contractor acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Contractor to the remedies provided in the Section 1 (General Provisions), Paragraph 20.0, (Default and Remedies for Noncompliance).

**2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS**

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Contractor shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 20.0 of Section 1 (Default and Remedies for Noncompliance) provided in the Special Provisions.

**3.0 AUDIT REQUIREMENTS**

In accordance with A.R.S. § 11-624, the Contractor shall, at its own expense, file with the County by March 31st of each Agreement year, either:

- 3.1 Audited financial statements prepared in accordance with federal single audit requirements; or
- 3.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
- 3.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

**4.0 SYSTEM FOR AWARD MANAGEMENT**

4.1 The Contractor must register in System for Award Management (SAM) [www.sam.gov/SAM/](http://www.sam.gov/SAM/) (a database of basic business information for Contractors), and obtain a Unique Entity Identifier (UEI) number through <http://fedgov.dnb.com/webform>.

4.2 The Contractor must remain current with their registration throughout the term of the Agreement.

4.3 For additional information on System for Award Management (SAM) and, UEI use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>

**5.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:**

5.1 Contractor shall comply with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.

**6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY**

The Contractor shall ensure that:

6.1 Background checks are conducted on all individuals providing direct services to children or vulnerable adults. The following shall apply:

6.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of the Contract.

- 6.1.2 Contractor shall request ADES to conduct Central Registry Background Checks on behalf of employees. 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:
- 6.1.2.1 Any person, their employees or volunteers who apply for a contract with MCHSD; or
  - 6.1.2.2 All employees of the Contractor; or
  - 6.1.2.3 A subcontractor of the Contractor and the subcontractor's employees; and
  - 6.1.2.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.
- 6.1.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 6.1.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification, or other benefit because the person has been granted a Central Registry exception.
  - 6.1.3.2 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.
- 6.1.4 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:
- 6.1.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  - 6.1.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.1.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to program participants.
- 6.1.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.1.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain it in a confidential file for five (5) years after termination of the Contract.
- 6.1.7.1 The Request for Search of Central Registry for Background Check form and the Direct Service Position form can be found at: <https://des.az.gov/documents-center> In the Document Center "Filter by Category" Select "Aging" and click on "Search". Document Number "AAA-1344A" "Direct Service Position".

- 6.1.7.2 Download forms, complete for each employee and submit to Arizona Department of Economic Security Division of Aging and Adult Services as instructed on the forms.
- 6.1.8 Upon request, the Contractor shall make available valid Background Check information to County.

## **7.0 FINGERPRINTING**

- 7.1 Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractors, 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.
  - 7.1.1 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, 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.
  - 7.1.2 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under the Contract, the following provisions apply:
    - 7.1.2.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.
    - 7.1.2.2 Except as provided in A.R.S. § 46-141, the 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.
    - 7.1.2.3 Upon request the Contractor shall make available valid Fingerprint information to County.

## **8.0 NON-DISCRIMINATION**

- 8.1 Contractor shall comply with the following federal regulations:
  - 8.1.1 Title VII of the Civil Rights Act of 1964, as amended;
  - 8.1.2 Age Discrimination in Employment Act;
  - 8.1.3 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;
  - 8.1.4 The Fair Labor Standards Act of 1938, as amended;

- 8.1.5 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;
- 8.1.6 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services;
- 8.1.7 Title III of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities;
- 8.1.8 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
  - 8.1.8.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** "Para obtener este documento en otro formato o obtener información adicional sobre esta política, **(insert Contractor contact person and phone number here)**."

**SECTION 3**  
**WORK STATEMENT**



**Maricopa County**  
**Human Services**



**1.0 PROGRAM GOALS**

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) administers the Community Action Program activities, the primary purpose of the CSD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-sufficient.

Through partnerships with local municipalities or private, non-profit organizations community action programs and services are provided to residents in the local area.

**2.0 SCOPE OF WORK**

Community Action Program (CAP) Client Services:

CAP Client Services is a mandatory component of this Agreement that includes the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services.

2.1 Crisis Case Management Services includes both financial and non-financial assistance to eligible households with low incomes to stabilize immediate, emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/underemployed.

2.1.1 Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1.1 Eligibility criteria for financial assistance funds is defined in the MCHSD/CSD Policy & Procedure Program Manual.

2.1.2 The services shall also include non-financial assistance services that provides information and referral to other programs or services including referrals to child support enforcement.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.3.1 MCHSD/CSD will make payment directly to vendors upon authorization by County.

2.1.3.1.1 Contractor shall be required to reimburse the County for payments that do not meet the eligibility requirements in which they approved payment for on behalf of clients.

2.1.3.2 The County shall not be responsible for providing payment to unauthorized clients when an error was made by the Contractor.

2.1.3.2.1 The Contractor shall be responsible for fulfilling those payment authorizations directly.

2.1.4 Available Financial Assistance Services shall include the following:

2.1.4.1 Utility Assistance

- 2.1.4.1.1 Utility payments and deposits for heating and cooling;
      - 2.1.4.1.2 Payment of water bills related to cooling (May 1–Oct 1); and
      - 2.1.4.1.3 Rental assistance where utility payment is included in rent.
    - 2.1.4.2 Rental Assistance
      - 2.1.4.2.1 Rental assistance to prevent eviction; and
      - 2.1.4.2.2 Move in assistance to include rental deposits and first month rent.
  - 2.1.5 Available Non-Financial Assistance Services shall include the following:
    - 2.1.5.1 Information and Referral - Referrals shall include but not limited to the following:
      - 2.1.5.1.1 SOLARI (formerly known as AZ 211) crisis case management services
      - 2.1.5.1.2 Community Legal Services (CLS) for households who are facing immediate eviction;
      - 2.1.5.1.3 Other MCHSD programs/ services;
      - 2.1.5.1.4 Referrals to child support enforcement services; and
      - 2.1.5.1.5 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;
    - 2.1.5.2 Food or Nutrition Programs - Provision of food or nutrition services to counteract the impacts of starvation or malnutrition, including the provision of food boxes or referral to food banks or food distribution sites.
- 2.2 Financial Literacy Training
  - 2.2.1 On-site Financial Literacy Training will be provided by the MCHSD Community Services Division. To assist household in achieving financial empowerment and to build financial stability.
  - 2.2.2 Contractor shall promote and coordinate training classes to occur, at a minimum of twice a year.
- 2.3 Employment Assistance Services
  - 2.3.1 Services are intended to assist unemployed and underemployed individuals find jobs that offer a livable wage.
  - 2.3.2 Services will be provided through a partnership with MCHSD Workforce Development Division's ARIZONA@Work - Maricopa County program, with a focus on households who apply for utility or rental financial assistance services.
  - 2.3.3 The following Employment Assistance Services shall be available:
    - 2.3.3.1 Monthly job readiness/ employment workshops;
    - 2.3.3.2 Self-directed job search and career exploration activities; and
    - 2.3.3.3 Direct referrals to ARIZONA@Work - Maricopa County for intensive employment services.
- 2.4 Service Requirements:
  - 2.4.1 County Funded Financial Assistance Services

- 2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.
- 2.4.1.2 On-site application process shall include the following:
  - 2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;
  - 2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CSD Policy & Procedure Program Manual;
  - 2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours;
  - 2.4.1.2.4 If a paper application is used, upload a copy of the application in HSD Dynamics;
  - 2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;
  - 2.4.1.2.6 Upload eligibility documents in HSD Dynamics;
  - 2.4.1.2.7 Research and enter vendor/provider information within twenty-four (24) hours from receiving provider documentation.
- 2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:
  - 2.4.1.3.1 Contractor shall review agency's queue and will assign twenty (20) applications per week, to Client Services Specialist;
  - 2.4.1.3.2 Upload eligibility documents in HSD Dynamics;
  - 2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;
  - 2.4.1.3.4 Contractor will disposition twenty (20) applications per week, which may include a combination of a rent and utility program application;
  - 2.4.1.3.5 Client Services Specialist will complete a minimum of ten (10) program applications, per week, for supervisor review.
- 2.4.1.4 Contractor shall adhere to the following:
  - 2.4.1.4.1 Use the MCHSD/CSD Policy & Procedure Program Manual, as amended, in the provision of services;
  - 2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;
  - 2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;
  - 2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CSD Policy and Procedure Program Manual;
  - 2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;

- 2.4.1.4.6 Conduct quality assurance review on all entered cases within ten (10) calendar days from the case start date;
  - 2.4.1.4.7 Resolve rejected service authorizations and data entry errors within seven (7) calendar days from the rejection date;
  - 2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CSD.
- 2.4.2 AZDES Low-Income Home Energy Assistance Program (LIHEAP) Application Intake
- 2.4.2.1 Contractor shall adhere to the following intake requirements for AZDES funded LIHEAP services:
    - 2.4.2.1.1 Complete and submit client eligibility information in the designated DES LIHEAP Portal; and
    - 2.4.2.1.2 Comply with all applicable federal/ state regulations and related policy and procedures.
- 2.4.3 Local Rent/ Utility Financial Assistance Services
- 2.4.3.1 Contractors shall leverage available local funds in the coordination and delivery of utility and rental assistance to ensure the availability of services through the term of the contract.
  - 2.4.3.2 Funds may be made available in HSD Dynamics. Corresponding rent/ utility services may be recorded in HSD Dynamics and MCHSD will make payments directly to vendor.
- 2.4.4 Information and Referrals
- Contractor shall adhere to the following requirements:
- 2.4.4.1 Document all internal and external referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.
  - 2.4.4.2 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.
  - 2.4.4.3 Referrals to other MCHSD programs and/or services shall be documented and tracked in HSD Dynamics.
  - 2.4.4.4 Provide direct referrals to SOLARI to assist households with other crisis services.
  - 2.4.4.5 Referrals will be made to Community Legal Services to assist household who are facing immediate eviction for non-payment of rent or who received assistance and have a judgement that is not satisfied.
  - 2.4.4.6 Provide information and referrals to local government child support offices for clients who are custodial parents in single parent households.
- 2.4.5 Employment Assistance Services
- Contractor shall adhere to the following requirements:
- 2.4.5.1 Schedule and coordinate the delivery of on-site job readiness/employment related workshops which will be conducted by HSD Workforce Development Division.
  - 2.4.5.2 Document training/workshop attendance in HSD Dynamics case notes.
  - 2.4.5.3 Provide access to computers and related equipment for self-directed job search/career exploration activities.

- 2.4.5.4 Refer clients (via HSD Dynamics) to ARIZONA@Work - Maricopa for occupational skills training and other workforce services.
  - 2.4.5.5 Employment outcomes shall be documented in the HSD Dynamic case notes.
- 2.5 Facility Requirements:
- 2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
    - 2.5.1.1 AZDES LIHEAP Application Portal;
    - 2.5.1.2 HSD Client Portal;
    - 2.5.1.3 ADOH Mortgage Assistance Portal;
    - 2.5.1.4 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
    - 2.5.1.5 Online job search and submission of application/ resume; and/or
    - 2.5.1.6 Information regarding scholarships and federal financial aid.
  - 2.5.2 Contractor shall ensure adequate space for the following:
    - 2.5.2.1 On-site workshops and training classes;
    - 2.5.2.2 Local job/career fairs; and
    - 2.5.2.3 Eligibility determinations where confidential information cannot be overheard.
- 2.6 Reporting Requirements:
- 2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:
    - 2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10<sup>th</sup> business day after the end of each quarter of the fiscal year.
    - 2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10<sup>th</sup> business day, following the end of the month.
    - 2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
    - 2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:
      - 2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45<sup>th</sup>) calendar day following the end of a month.
      - 2.6.1.5 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

- 2.7 HSD Dynamics Access:
- 2.7.1 Access to HSD Dynamics will be provided by MCHSD/CSD upon request from Contractor.
  - 2.7.2 Contractor shall provide MCHSD/CSD information regarding staff names, position titles, contact information, and confirmation of successful completion of background checks.
  - 2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:
    - 2.7.3.1 Approving clients for services they are not eligible for;
    - 2.7.3.2 Denying eligible clients services; and
    - 2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.
  - 2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.
  - 2.7.5 MCHSD reserves the right to deny Contractor's access to program data.
- 2.8 Staff Requirements:
- 2.8.1 Contractor shall:
    - 2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate background checks and fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;
    - 2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;
    - 2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;
    - 2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
    - 2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
      - 2.8.1.5.1 An overview of the MCHSD/CSD Policy and Procedure Manual; and
      - 2.8.1.5.2 Requirements of A.R.S. § 46-140.01 and A.R.S. § 1-501 and A.R.S. § 1-502 regarding eligibility for state and local benefits.
    - 2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
    - 2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

- 2.8.2 Code of Conduct:
  - 2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:
    - 2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
    - 2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
    - 2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
    - 2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
    - 2.8.2.1.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the County.
    - 2.8.2.1.6 Loss of impartiality when advising the County.
- 2.9 Community Action Program Meetings:
  - 2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
  - 2.9.2 Contractor shall be required to ensure that a designated staff member participates in CAP meetings, as scheduled.
  - 2.9.3 Cooperation in Strategic Planning and Community Needs Assessment:  
Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.
- 2.10 Training and Technical Assistance:
  - 2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
    - 2.10.1.1 MCHSD/CSD Policy & Procedure Program Manual;
    - 2.10.1.2 MCHSD funded financial assistance services;
    - 2.10.1.3 Use of HSD Dynamics;
    - 2.10.1.4 Reports and forms, as required;
    - 2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
    - 2.10.1.6 Trauma Informed Care
    - 2.10.1.7 Motivational Interviewing
    - 2.10.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
    - 2.10.1.9 Review of program monitoring findings; and
    - 2.10.1.10 Other training and technical assistance as needed/required.
- 2.11 Limited English Proficiency:
  - 2.11.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

- 2.11.2 Applicable Program Rules and Regulations:
- 2.11.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
  - 2.11.2.2 COATS Human Services Reauthorization Act of 1998;
  - 2.11.2.3 2 C.F.R. Part 200–Uniform Administrative Requirements;
  - 2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
  - 2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
  - 2.11.2.6 A.R.S. § 46-241–State Short Term Crisis Services;
  - 2.11.2.7 A.R.S. § 46-731–Utility Assistance;
  - 2.11.2.8 A.R.S. § 46-741–Neighbors Helping Neighbors;
  - 2.11.2.9 A.R.S. § 46-140.01–Verification of identity and citizenship and/or immigration status; and
  - 2.11.2.10 A.R.S. §§ 1-501 and 1-502, regarding eligibility for federal, state, or local public benefits.
- 2.11.3 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620 as may be amended.
- 2.11.4 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 2.11.5 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
- 2.11.6 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 2.11.7 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.
- 2.12 MCHSD Grievance Procedures:
- 2.12.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.
  - 2.12.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CSD.



2.12.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CSD Policy & Procedure Program Manual

2.13 Pandemic Award Performance

2.13.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.13.2 The pandemic performance plan shall include:

2.13.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.13.2.2 Alternative methods to ensure services are available.

2.13.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.13.2.4 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 Award impossible or impracticable, the MCHSD shall have the following rights:

2.13.2.4.1 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.13.2.5 MCHSD 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 by the Arizona Procurement Code.

2.13.2.6 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

**SECTION 4**  
**BUDGET AND COMPENSATION**



**Maricopa County**  
**Human Services**

**1.0 BUDGET**

**1.1 Cash Match/Leverage Requirements**

- 1.1.1 The Contractor is required to leverage a minimum 25% cash match of the total Agreement award, to support administration and operating costs in the delivery of program services.
- 1.1.2 Contractor shall provide information regarding the revenue sources and amounts of cash match contributions.
- 1.1.3 Contractor shall also leverage local direct service funds in the coordination and delivery of utility and rental assistance services to ensure the availability of services through the term of the Agreement.
- 1.1.4 Contractor shall provide information regarding the sources of local funds and amounts to be leveraged.

**1.2 Funding**

- 1.2.1 Administrative Indirect costs shall not exceed 10% of the direct service cost.
- 1.2.2 The attached Operating Budget depicts the following:
  - 1.2.2.1 Maricopa County Funding
  - 1.2.2.2 Contractor Funding (Cash-Match)
- 1.2.3 Funding shall be provided in six (6) month timeframes to support minimum staffing levels as stated below:
  - 1.2.3.1 Funding for the timeframe of July 1, 2022 through December 31, 2022 will support a minimum staffing level of:
    - 1.2.3.1.1 5.5 full-time equivalent (FTE) positions to include 4.5 Client Services Specialist and 1 Quality Assurance Specialist
  - 1.2.3.2 Funding for the timeframe of January 1, 2023 through June 30, 2023 will support a minimum staffing level of:
    - 1.2.3.2.1 4 full-time equivalent (FTE) positions to include 3 Client Services Specialist and 1 Quality Assurance Specialist
- 1.2.4 Funding Sources for this Agreement are provided by the following Assistance Listing Number (ALN): government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The ALN contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government. Activities and Programs to be administered under this Agreement shall be funded through the following ALN funds:

- 93.667 Social Services Block Grant (SSBG)
- 93.569 Community Services Block Grant (CSBG)
- 93.558 Temporary Assistance for Needy Families (TANF)
- 93.568 Low Income Home Energy Assistance Program (LIHEAP)
- 21.023 Emergency Rental Assistance Program (ERA)

- 1.2.4.1 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County shall pay the Contractor on a reimbursement basis for services rendered as indicated in the following subsections:

- 1.2.4.1.1 The provisions of the Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under the Contract and the County shall keep the Contractor fully informed as to the availability of funds.
- 1.2.4.1.2 If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the County may amend, suspend, decrease, or terminate its obligations under or in connection with the Contract. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Contract. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- 1.3 Cost Reimbursement
- 1.3.1 The County shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under the Agreement;
- 1.3.2 The Contractor shall submit a monthly invoice by the 10th day of the month.
- 1.3.2.1 Invoices shall be submitted to [HSDFINANCE@MARICOPA.GOV](mailto:HSDFINANCE@MARICOPA.GOV);
- 1.3.2.2 Sufficient backup shall also be attached to the Claim, such as a General Ledger or detailed Expenditure Report, with the included charges circled or highlighted.
- 1.3.2.3 The Contractor shall submit June's invoice no later than the 15th of July of that same year;
- 1.3.3 Should the County discover a disallowance in the invoice, the following shall apply:
- 1.3.3.1 Contractor shall be notified and given the opportunity to submit a revised invoice; or
- 1.3.3.2 Invoice will be processed for payment without reimbursement for the disallowed costs;
- 1.3.3.3 If the Contractor protests the amount or the reasons for a disallowance, the Contractor shall submit a letter to MCHSD staff requesting a reevaluation of the submitted invoice.
- 1.3.3.4 If the Contractor is dissatisfied with the outcome of the invoice reevaluation, a protest can be submitted to the MCHSD Director. If the issue is not resolved, the Contractor may initiate a dispute in accord with the Maricopa County Procurement Code dispute procedures.

1.3.4 The County shall reimburse the Subrecipient on a net "0" payment standard.

1.4 Budget Adjustments

1.4.1 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 budget category subtotal, changes will take place with budget change order sheets executed, approved and signed by both the MCHSD Assistant Director and Contractor agency director.

1.4.2 Changes that result in an increase or decrease in the total contract budget will require a formal amendment as listed in Section 1 (General Provisions), Paragraph 4.0 (Amendments).

1.5 Operating Budget

**City of Scottsdale  
Operating Budget**

Contract Operating Period: July 1, 2022 through December 31, 2022

Service: Community Action Program (CAP) Client Services

**Funding Sources**

*County	\$226,875
Cash Match Contribution	\$116,008
<b>Total Funding</b>	<b>\$392,883</b>

**Budget Categories**

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$384,383	\$0	\$384,383
Travel	\$0	\$0	\$0
Materials & Supplies	\$0	\$0	\$0
Operating Services	\$8,500	\$0	\$8,500
<b>Total Expenses</b>			<b>\$392,883</b>

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

**City of Scottsdale  
Operating Budget**

Contract Operating Period: January 1, 2023 through June 30, 2023

Service: Community Action Program (CAP) Client Services

**Funding Sources**

*County	\$165,000
Cash Match Contribution	\$221,883
<b>Total Funding</b>	<b>\$386,883</b>

**Budget Categories**

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$384,383	\$0	\$384,383
Travel	\$0	\$0	\$0
Materials & Supplies	\$0	\$0	\$0
Operating Services	\$2,500	\$0	\$2,500
<b>Total Expenses</b>			<b>\$386,883</b>

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