



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 18, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Community Food Bank of Southern Arizona

**\*Project Title/Description:**

Community Services Block Grant (CSBG) - Emergency Needs (Amado). Provide emergency meals to low-income households.

**\*Purpose:**

CSBG funds will be used to provide social services to eligible individuals and families, promote good health and nutrition and to assist in alleviating poverty, revitalizing communities and empowering low-income families to becoming self-sufficient.

Attachment: Contract Number CT-CS-19-476

**\*Procurement Method:**

RFP No. CAA-CSBG-2018-09 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

**\*Program Goals/Predicted Outcomes:**

Community Food Bank of Southern Arizona will provide 2,184 emergency boxes to households in Amado which is considered a rural area.

**\*Public Benefit:**

The benefit of the program is it helps support the safety and well-being of low-income families.

**\*Metrics Available to Measure Performance:**

All activities and information sources in the management, fiscal, and service system of Awardee and any subcontracted parties, relating to performance of duties and obligations under this Contract are monitored. Quarterly reports on the National Results Oriented Management Accountability (ROMA)/National Performance Indicators and progress reports on each household and individual served.

**\*Retroactive:**

No.

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To: COB. 6-12-19  
Ver. 1  
Pg. 21  
(1) Addendum

**Contract / Award Information**

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 19-476  
Effective Date: 7/1/19 Termination Date: 6/30/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ **Expense Amount:** \$ 30,000.00 ☐ **Revenue Amount:** \$ \_\_\_\_\_

**\*Funding Source(s) required:** Department of Health and Human Services/ADES

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

**If Yes, is the Contract to a vendor or subrecipient?** Subrecipient

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number? ☐ Yes ☒ No

*If Yes, attach the required form per Administrative Procedure 22-73.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: [Signature] 6-10-19

Deputy County Administrator Signature/Date: [Signature] 6-10-2019

County Administrator Signature/Date: [Signature] 6/10/19  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Community Services, Employment and Training Department  
Community Action Agency Program**

**Project:** Community Services Block Grant (CSBG) – Emergency Needs (Amado)

**Awardee:** Community Food Bank of Southern Arizona  
P.O. Box 26727  
Tucson, AZ 85726-6727

3003 S. Country Club Road  
Tucson, AZ 85713

**Amount:** \$30,000.00

**Contract No.:** CT-CS-19\*476

**Funding:** Department of Health and Human Services/Arizona Department of Economic Security

<b>DUNS No.:</b> 084470665		<b>SAM Registration Date:</b> 12/24/18	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Federal or State Contract No.:</b>	ADES15-089143	<b>Award Date:</b>	2019
<b>Required Match:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Match Amount:</b>	
<b>Indirect Cost Rate:</b>	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Contractor:</b>	<input checked="" type="checkbox"/> Awardee		<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
93.569	CSBG	\$674,000,000.00	\$789,659.00

## 1. PARTIES, BACKGROUND AND PURPOSE.

- 1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona (“County”) and Community Food Bank of Southern Arizona (“Awardee”), an Arizona non-profit corporation.
- 1.2. Authority. County selected Awardee pursuant to and consistent with Board of Supervisors Policy D29.6/Board of Supervisors Policy D29.7/delegated authority/Procurement Code. Request for Proposal was issued on November 29, 2018.
- 1.3. Solicitation and Contractor’s Response.
  - 1.3.1. County previously issued Solicitation No. **RFP-CSET-CSBG-2018-09** for services eligible for U.S. Department of Health and Human Services (“HHS”) Community Services Block Grant (“CSBG”) funding (the “Solicitation”).
  - 1.3.2. Awardee submitted an advantageous response to the Solicitation.

## 2. TERM AND EXTENSIONS.

- 2.1. Original Term. This Agreement will commence on July 1, 2019 and will terminate on June 30, 2020 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.

- 2.2. Extension Options. County may renew this Agreement for one (1) additional period of up to one (1) year (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 2.4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Services, Employment and Training Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 2.5. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

### 3. SCOPE OF SERVICES.

- 3.1. Awardee will:
  - 3.1.1. Provide the County with the services described in the attached **Exhibit A**.
  - 3.1.2. Employ suitably trained and skilled personnel to perform all services under this Agreement.
  - 3.1.3. Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
  - 3.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
  - 3.1.5. **Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement.**
  - 3.1.6. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 3.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
  - 3.2.1. Be employees or volunteers of Awardee;
  - 3.2.2. Satisfy any qualifications set forth herein; and
  - 3.2.3. Be covered by personnel policies and practices of Awardee.
- 3.3. Confidentiality. Awardee:
  - 3.3.1. Understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Awardee's responsibilities set forth in this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
  - 3.3.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services set forth in this Agreement.
  - 3.3.3. Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information

concerning applicants for and recipients of contracted services.

- 3.4. Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.5. No program funded under this Agreement may impair existing agreements for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

#### **4. COMPENSATION AND PAYMENT.**

- 4.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee **up to \$30,000.00** ("the Maximum Allocated Amount").
- 4.2. Payment will be made from the CSBG grant County has received from HHS/Community Partnerships and Innovative Practices through ADES/15-089143 ("Awarding Agency").
- 4.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 4.4. Awardee **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

<b>Contract Month</b>	<b>Due date for Request for Reimbursement</b>
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.5. Each monthly Request for Reimbursement must be submitted to County by the 15<sup>th</sup> working day of each month for the previous month of services and must:
  - 4.5.1. Reference this contract number.
  - 4.5.2. Be approved and signed by both the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.
  - 4.5.3. Be for services and costs as identified in **Exhibit A**.
  - 4.5.4. Include the amount of:
    - 4.5.4.1. Accrued expenditures, if any;
    - 4.5.4.2. Program income, as defined by the Awarding Agency; and
    - 4.5.4.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
  - 4.5.5. Be accompanied by documentation which must include, but is not limited to:
    - 4.5.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of the Agreement.
    - 4.5.5.2. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
    - 4.5.5.3. If reimbursement is authorized, detailed travel reports to support all travel expenses.
    - 4.5.5.4. A calculation of administrative or indirect costs (contingent upon receipt of indirect rate letter), evidencing that such costs do not exceed 15% of the total

reimbursement provided under this Agreement.

- 4.5.5.5. Any other documentation requested by County.
- 4.5.6. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
  - 4.5.6.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
  - 4.5.6.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits.
- 4.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 4.5.8. Be accompanied by Applications (ENOOS-1 6-02) for each client served during the month and/or clients served lists in subsequent months if applicable.
- 4.6. If Awardee is required to provide matching funds under the terms of the Awarding Agency, Awardee must also provide the documentation described in Paragraph 4.5 for the matching funds.
- 4.7. **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.8. If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.
- 4.9. County may, at its sole discretion:
  - 4.9.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 4.9.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
  - 4.9.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.10. Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 4.11. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **fifteen (15) working days after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 4.5 above.
- 4.12. **No payments will be made to Awardee, until all of the following conditions are met:**
  - 4.12.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
  - 4.12.2. Awardee has registered as a Pima County Vendor through the Pima County Procurement website;
  - 4.12.3. This Agreement is fully executed; and
  - 4.12.4. Adequate and accurate documentation is provided with each request for payment or invoice.

- 4.13. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Services Employment and Training ("CSET") or designee. The following provisions apply:
- 4.13.1. The change may not increase or decrease the maximum allocated amount.
  - 4.13.2. Agency must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:
    - 4.13.2.1. The reason the change is necessary; and
    - 4.13.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
  - 4.13.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Agency prior to receiving the written approval for a budget line item change.
  - 4.13.4. **If the Director of CSET or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.**
- 4.14. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 4.15. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.13 and 4.14 above will be at Agency's own risk.
- 4.16. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 4.17. Disallowed Charges or Cost principles.
- 4.17.1. Pursuant to 2 CFR §300.1, the cost principles set forth in 2 CFR part 200, Subpart E, as codified with HHS-specific amendments in 45 CFR part 75, as may be further modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.
  - 4.17.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 4.18. For the period of record retention required under BOOKS AND RECORDS – SECTION 23, County reserves the right to question any payment made under this Section 4.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

## 5. PROGRAM INCOME

- 5.1. County does not anticipate that program income, as defined by the Awarding Agency, will be generated under the activities of this Agreement.
- 5.2. In the event that activities under this Agreement do generate program income or program income is authorized, Awardee must:
  - 5.2.1. Report to County all program income generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
  - 5.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.

6. **INSURANCE.** Awardee will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Awardee’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Awardee for liabilities that may arise from or relate to this Agreement. If necessary, Awardee may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. **Insurance Coverages and Limits:**

- 6.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 6.1.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers’ Compensation (WC) and Employers’ Liability:
- 6.1.3.1. Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.
- 6.1.3.2. Note: The Workers’ Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.2. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Awardee must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 6.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 6.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.4. Waiver of Subrogation: Commercial General Liability and Workers’ Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Awardee.
- 6.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of Awardee’s deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet

all Insurance Requirements and verify that each subcontractor has done so, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**6.3. Verification of Coverage:**

- 6.3.1. Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
  - 6.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
  - 6.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
  - 6.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 6.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.3.4. Cancellation Notice: Awardee's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

- 6.4. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**7. INDEMNIFICATION.**

- 7.1. To the fullest extent permitted by law, Awardee will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Awardee or any of Awardee's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Awardee to conform to any federal,

state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Awardee from and against any and all claims. Awardee is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

- 7.2. Awardee warrants that services provided under this Agreement are non-infringing. Awardee will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

## **8. LAWS AND REGULATIONS.**

- 8.1. Compliance with Laws; Changes. Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2. Licensing. Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 8.4. Use of Funds. Awardee warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 8.4.1. Political activities;
  - 8.4.2. Inherently religious activities;
  - 8.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);
  - 8.4.4. Political patronage; or
  - 8.4.5. Nepotism activities.
- 8.5. Compliance with Federal Law, Rules and Regulations. Awardee will comply with the applicable provisions of:
- 8.5.1. CSBG (Public Law 105-285) ([www.acf.hhs.gov](http://www.acf.hhs.gov)) and CSBG Act (42 U.S.C. 9901 et seq. Subtitle B);
  - 8.5.2. The National Association for State Community Services Programs, NPI Instruction Manual. Awardee understands that the performance requirements for this Agreement are set forth in the NPI Manual.
  - 8.5.3. ADES Policy and Procedures Manuals as amended;
  - 8.5.4. Utility Assistance (A.R.S. §46-701);
  - 8.5.5. Verification of identity and citizenship and/or immigration status (A.R.S. §46-140.01);
  - 8.5.6. Eligibility for federal and state or local public benefits (A.R.S. §§1-501-1-502);
  - 8.5.7. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
  - 8.5.8. Child Labor Laws (A.R.S. §23-230 et seq.);

- 8.5.9. Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
  - 8.5.10. Drug-Free Workplace (U.S.C. 702 et seq. and 2 CFR 182);
  - 8.5.11. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
  - 8.5.12. All rules and regulations applicable to the Acts set forth above.
- 8.6. Cooperation. Awardee will fully cooperate with County, HHS, ADES, and any other federal agency in the review and determination of compliance with the above provisions.

**9. INDEPENDENT CONTRACTOR.**

- 9.1. Awardee is an independent contractor. Neither Awardee nor any of Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2. Awardee is responsible for paying all federal, state and local taxes on the compensation by Awardee under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Awardee's failure to pay such taxes.
- 9.3. Awardee will be solely responsible for its program development, operation, and performance.

**10. SUBCONTRACTOR.**

- 10.1. Except as provided in 10.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 10.3. Awardee will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 10.4. Awardee must include the provision set forth in Section 4.0 in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

**11. ASSIGNMENT.** Awardee cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

**12. NON-DISCRIMINATION.**

- 12.1. Awardee will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 12.2. During the performance of this Agreement, Awardee will 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.

12.3. Unless exempt under federal law, Awardee will comply with:

12.3.1. Titles VI and VII of the Civil Rights Act of 1964 as amended;

12.3.2. The Age Discrimination in Employment Act;

12.3.3. Section 504 of the Rehabilitation Act of 1973, as amended; and

12.3.4. The requirements of the Fair Labor Standards Act of 1938, as amended.

**13. AMERICANS WITH DISABILITIES ACT.** Awardee will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

**14. AUTHORITY TO CONTRACT.** Awardee warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Awardee or any third party by reason of such determination or by reason of this Agreement.

**15. FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

**16. CANCELLATION FOR CONFLICT OF INTEREST.**

16.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

16.2. Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

**17. TERMINATION/SUSPENSION.**

17.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Awardee at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.

17.2. With Cause: County or Awardee may terminate this Agreement at any time without advance notice and without further obligation if either Party is in default of any provision of this Agreement.

17.3. Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- 17.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 17.5. Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

## **18. NOTICE.**

- 18.1. Awardee must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

**County:**

Director  
Pima County Community Services  
2797 E. Ajo Way  
Tucson, AZ 85713

**Awardee:**

Community Food Bank of Southern Arizona  
3003 S. Country Club Road  
Tucson, AZ 85713

19. **NON-EXCLUSIVE CONTRACT.** Awardee understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

## **20. OTHER DOCUMENTS.**

- 20.1. In entering into this Agreement, Awardee and County have relied upon information provided in Awardee's proposal submitted in response to the RFP (including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Awardee's Proposal, other information and documents). In addition, the Parties have relied on the information and requirements contained in the IGA and the National Association for State Community Services Programs' NPI Instruction Manual.
- 20.2. The documents set forth in Paragraph 20.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Awardee will promptly bring any provisions which Awardee believes are inconsistent to County's attention, and County will provide Awardee with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21. **REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

22. **SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
23. **BOOKS AND RECORDS.**
- 23.1. Awardee must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 23.2. Awardee must retain all records relating to this agreement at least five (5) years after Awardee submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.
24. **AUDIT REQUIREMENTS**
- 24.1. Awardee will:
- 24.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 24.1.2. **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 24.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 24.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 24.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 24.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 24.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 24.1.7. Pay all costs for any audit required or requested pursuant to this Section 24.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.
- 24.2. Awardee status:
- 24.2.1. If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 24.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 CFR Part 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.
- 24.3. Awardee must timely submit the required or requested audit(s) to:
- Director

Community Services, Employment & Training Dept.  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

- 25. COPYRIGHT.** Neither, Awardee nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
- 26. NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Awardee and any County employees, or between Awardee and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 27. NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 28. PROPERTY OF THE COUNTY.**
- 28.1. Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 28.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Awardee will not use or release these materials without the prior written consent of the County.
- 29. DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.
- 30. COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Awardee's contact with all Federal, State and local agencies that provide funding for this Agreement.
- Awardee's contact in this regard will be:  
Manira Cervantes  
520-724-5710  
[Manira.Cervantes@pima.gov](mailto:Manira.Cervantes@pima.gov)
- 31. ACCOUNTABILITY.** To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

## **32. PUBLIC INFORMATION.**

32.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

### **32.2. Records Marked Confidential; Notice and Protective Order.**

32.2.1. If Awardee reasonably believes that some of the records described in paragraph 33.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."

32.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Awardee of the request as soon as reasonably possible.

32.2.3. County will release the records ten (10) business days after the date of that notice provided pursuant to paragraph 33.2.2, unless Awardee has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

32.2.4. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

**33. ELIGIBILITY FOR PUBLIC BENEFITS.** Awardee will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

## **34. LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

34.1. Compliance with Immigration Laws. Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this agreement likewise complies with the State and Federal Immigration Laws.

34.2. Books and Records. County has the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

34.3. Remedies for Breach of Warranty. Any breach of Awardee's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 34.0, is a material breach of this Agreement subjecting Awardee to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.

34.4. Subcontractors. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 34.0 by including a provision in each subcontract substantially in the following form:

*"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*

**35. ENTIRE AGREEMENT.**

- 35.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 35.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.


IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**AWARDEE**

  
\_\_\_\_\_  
Authorized Officer Signature

Beth Frantz  
Please print name

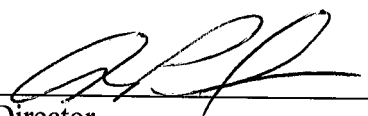
**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

Chief Financial + Admin. Officer  
Title

6/6/19  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Director  
Community Services, Employment  
& Training

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

## SCOPE OF WORK

**1. PROGRAM OVERVIEW.**

- 1.1. Community Services Block Grant (“CSBG”) funds provided pursuant to this Agreement will be used to provide social services to eligible individuals and families to assist in alleviating poverty, revitalizing communities and empowering low-income families to become self-sufficient. Awardee will provide emergency food and food boxes to eligible low-income households.
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Agreement must be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

**2. PROGRAM ACTIVITIES – AWARDEE.****2.1. Office operations.** Awardee will:

- 2.1.1. Determine eligibility of applicants pursuant to the terms and conditions set forth in CLIENT INCOME – SECTION 3 below.
- 2.1.2. For eligible families or individuals:
  - 2.1.2.1. Assess needs;
  - 2.1.2.2. Create a case file and maintain accurate case notes;
  - 2.1.2.3. Survey each recipient after service is provided to determine efficacy of services; and
  - 2.1.2.4. Measure outcomes achieved.
- 2.1.3. Maintain confidentiality of all applicant and client files, records and documents. All documentation and records must be kept in a locked, access-restricted cabinet. Documentation and records not subject to retention must be shredded for disposal.
- 2.1.4. Provide direct client services each month this Agreement is in effect.
- 2.1.5. Perform all tasks and reporting required of “the agency” in the National Results Oriented Management and Accountability (“ROMA”) and National Performance Indicators (“NPI”) as set forth in OUTCOMES – SECTION 6.

**2.2. Staffing.** Awardee will:

- 2.2.1. Maintain sufficient staff to provide all services (individually or collectively “staff”);
- 2.2.2. Ensure that staff are trained and knowledgeable in CSBG eligibility requirements and services;
- 2.2.3. Ensure that staff attend training, meetings, or workshops regarding CSBG policies and procedures, including but not limited to ROMA Next Generation (including a special session regarding FY2019 changes to the ROMA requirements), Next Generation, and Emergency Services Network database; and
- 2.2.4. Ensure that staff is instructed in and maintains the confidentiality of applicant records.

**2.3. Records and reports.** In addition to the information set forth in Section 8 below, Awardee must submit the following reports to County:

- 2.3.1. Applications (ENOOS-16-02) of each household or individual served by Awardee pursuant to this Agreement by the fifteen (15<sup>th</sup>) calendar day of each month. Applications must be complete and accurately reflect eligibility for services;
- 2.3.2. ROMA reports, on forms provided by County, quarterly (October 15, January 15, April 15 and July 15); and

2.3.3. Other reports requested by County.

2.4. Policies and Procedures.

2.4.1. Awardee must:

2.4.1.1. Not impose any fees or charges of any kind upon recipients of contracted services, unless specifically set forth herein and allowed by the funding source. Awardee must ensure that any subcontractors or other entities action on Awardee's behalf adhere to this requirement.

2.4.1.2. Have and follow a written grievance process that will provide all applicants and participants with the opportunity for a fair hearing of grievances and advise all applicants and participants of the right to present to the County and/or to the State any grievances arising from the delivery of contracted services, including but not limited to, ineligibility determination, service reduction, suspension and/or termination from program participation, or quality of service.

2.4.1.3. Have and follow a strict Confidentiality Policy and a Non-Discrimination Policy.

2.4.2. In addition to the requirements set forth in COMPENSATION AND PAYMENT – SECTION 4, paragraph 4.12 in the body of the Agreement, **no payments will be made to Awardee under this Contract unless and until Awardee has provided the Pima County Community Action Agency with copies of the following:**

2.4.2.1. Client Grievance Procedures;

2.4.2.2. Confidentiality Policy; and

2.4.2.3. Non-Discrimination Policy.

3. CLIENT INCOME

To receive the services funded pursuant to this Agreement, recipient's household income must not exceed the income caps established by HHS for ADES/Department of Aging and Adult Services ("DAAS"). Income requirements in effect on the effective date of this Agreement are attached as **Exhibit A-1**. Income guidelines may be changed during the term of this Agreement by the funding agency. County will endeavor to provide Awardee with written notice of such changes, but Awardee is responsible for insuring that the guidelines in effect at any point in time are used for eligibility determinations.

4. MONITORING & EVALUATION

4.1. Awardee must maintain management, fiscal and service systems sufficient to prove that CSBG funds are being utilized effectively, efficiently and for the purposes set forth in this Agreement and in compliance with the applicable laws, rules and regulations.

4.2. County and ADES/DAAS may monitor Awardee's and any subcontractor's management, fiscal and services records relating to performance of duties and obligations under this Agreement. Awardee must ensure that all subcontractors are made aware of this provision and agree to such monitoring.

4.3. Awardee will cooperate with the monitoring entity.

4.4. Awardee must assist County in providing reports and other information relating to the performance and impact of this program to ADES.

4.5. This section is not intended to limit or reduce Awardee's responsibility to comply with all applicable law and contract obligations.

5. ROMA NEXT GENERATION OVERVIEW.

5.1. The ROMA Next Generation framework builds on ROMA principles and practices to support the gathering and use of data at all points of the CSBG cycle. Data collected and analyzed from assessment

through evaluation allow Awardee, County and the Awarding Agency to identify successes and challenges and make use of the information for continuous improvement.

5.2. From 1996-2017, the Community Action Agency (“CAA”) Network was guided by the following goals:

- 5.2.1. Goal 1: Low-income people become more self- sufficient. (Family);
- 5.2.2. Goal 2: The conditions in which low-income people live are improved. (Community);
- 5.2.3. Goal 3: Low-income people own a stake in their community. (Community);
- 5.2.4. Goal 4: Partnerships among supporters and providers of services to low-income people are achieved. (Agency);
- 5.2.5. Goal 5: Agencies increase their capacity to achieve results. (Agency); and
- 5.2.6. Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems. (Family).

5.3. From the goals set forth in paragraph 5.2 above, three national goals were approved on August 17, 2017 and are now included in the National Community Action Theory of Change. The three national goals, attached as **Exhibit A-2**, demonstrate movement of the CAA network to a clearer understanding expected achievements with the individuals, families and communities served. The goals are:

- 5.3.1. Goal 1: Individuals and Families with low income are stable and achieve economic security;
- 5.3.2. Goal 2: Communities where people with low income live are healthy and offered economic opportunity; and
- 5.3.3. Goal 3: People with low incomes are engaged and active in building opportunities in communities.

6. **OUTCOMES – AWARDEE.** Awardee will provide:

NPI	Emergency Assistance	Agency Specific Goals (Households served)
6.2.A	Emergency Food	2,184

7. **BUDGET**

For services provided **July 1, 2019 through June 30, 2020**, Awardee will be reimbursed:

Description	Amount
Personnel/ERE	\$28,258.00
Professional Services & Outside Services	-0-
Travel	-0-
Space (Rent/Utilities)	-0-
Materials and Supplies	\$1,742.00
Operating Services	-0-
Indirect (Administrative Costs cannot exceed 15% of grant) award	-0-
<b>Total Budget</b>	<b>\$30,000.00</b>

8. **CSBG REPORTING REQUIREMENTS.** In addition to the services specified in Section 6 above, Awardee will report on observable, measurable characteristics or changes that represent Awardee’s overall achievement of outcomes under **ROMA Goal 1 -- Individuals and families with low income are stable and achieve economic security** as follows:

- 8.1. *Total number of volunteer hours donated to the agency. Awardee will report the total of all volunteer hours.*
- 8.2. *Expanding Opportunities through Community-Wide Partnerships – the number of organizations, both public and private, community action actively works with to expand resources and opportunities in*

*order to achieve family and community outcomes measured. Awardee will report the names and number of organizations the Awardee works with to promote family and community outcomes.*

- 8.3. *Agency Development - the number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes. Awardee will report the outcomes of the following:*
- 8.3.1. Number of staff attending training;
  - 8.3.2. Number of board members attending training;
  - 8.3.3. Hours of staff in training; and
  - 8.3.4. Hours of board members in training.
- 8.4. **Awardee will report the outcomes of all measureable activity as applicable for recipients of all services from Awardee for the following National Performance Indicators:**
- 8.4.1. Employment;
  - 8.4.2. Education and Cognitive Development;
  - 8.4.3. Income and Asset Building;
  - 8.4.4. Housing;
  - 8.4.5. Health and Social/Behavioral Development;
  - 8.4.6. Civic Engagement and Community Involvement; and
  - 8.4.7. Outcomes across multiple Domains.

**END OF EXHIBIT A**



**COMMUNITY ACTION AGENCY  
2020 FEDERAL POVERTY INCOME GUIDELINES  
Gross Monthly Income**

**To be used to determine eligibility for Community Services Block Grant Funds  
Effective July 1, 2019 – June 30, 2020.**

<b>Family Size</b>	<b>125%</b>	<b>150% 60 &amp; Older or Disabled in Household</b>
1	\$1,301	\$1,561
2	\$1,761	\$2,113
3	\$2,221	\$2,666
4	\$2,682	\$3,218
5	\$3,142	\$3,771
6	\$3,603	\$4,323
7	\$4,063	\$4,876
8	\$4,523	\$5,428
9	\$4,984	\$5,981
10	\$5,444	\$6,533
11	\$5,905	\$7,086
12	\$6,365	\$7,638

**For each additional Household Member Add:**

**\$460**

**\$552**

Figures derived from information dated April 16, 2019 from Arizona Department of Economic Security, Division of Aging & Adult Services Community Services Unit.

I, \_\_\_\_\_, declare that I meet the above income guidelines under Household Size \_\_\_\_\_. I am also aware of the Agency's Grievance Procedures, Confidentiality Policy, and Release of Information Policy.

\_\_\_\_\_  
Signature & Date

# The National Community Action Network Theory of Change

## Community Action Goals

**Goal 1: Individuals and families with low incomes are stable and achieve economic security.**

**Goal 2: Communities where people with low incomes live are healthy and offer economic opportunity.**

**Goal 3: People with low incomes are engaged and active in building opportunities in communities.**



## Services and Strategies

**Employment**



**Education & Cognitive Development**



**Income, Infrastructure & Asset Building**



**Housing**

**Health/Social Behavioral Development**



**Civic Engagement & Community Involvement**



## Core Principles

- Recognize the complexity of the issues of poverty
- Build local solutions specific to local needs
- Support family stability as a foundation for economic security
- Advocate for systemic change
- Pursue positive individual, family, and community level change
- Maximize involvement of people with low incomes
- Engage local community partners and citizens in solutions
- Leverage state, federal, and community resources

## Performance Management

How well does the network operate?

- Local Organizational Standards
- State and Federal Accountability Measures
- Results Oriented Management and Accountability System

What difference does the network make?

- Individual and Family National Performance Indicators
- Community National Performance Indicators

**A national network of over 1,000 high performing Community Action Agencies, State Associations, State offices, and Federal partners supported by the Community Services Block Grant (CSBG) to mobilize communities to fight poverty.**

This publication was created by NASCSP in the performance of the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Grant Number 90ET0451.