



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

Award Contract Grant

Requested Board Meeting Date: July 11, 2017

* = *Mandatory, information must be provided*

or Procurement Director Award

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

Old Pueblo Community Services, Inc.

***Project Title/Description:**

Arizona Department of Housing - Pima County Links, a housing and employment program for people experiencing homelessness in Pima County.

***Purpose:**

This contract with Old Pueblo Community Services, Inc., a partner agency with Pima County Links, is designed to assist at least 40 people experiencing chronic homelessness through the Sullivan Jackson Employment Center for the Homeless (SJEC) by providing bridge housing.

There is a need for temporary housing to stabilize chronically homeless individuals while arrangements are made for permanent housing or Section 8. The bridge housing in Pima County Links will create a community resource for chronically homeless individuals to come off the streets and stabilize for up to 30 days before moving into a per-arranged permanent supportive housing program.

A standardized assessment tool is used to match participants to SJEC. Old Pueblo Community Services, Inc. will provide bridge housing to people who have been experiencing homelessness for more than 12 months and provide case management to facilitate timely transition into permanent housing.

***Procurement Method:**

RFP-CSET-2015-5

***Program Goals/Predicted Outcomes:**

The program will provide bridge housing to a minimum of 40 participants (a homeless family is considered one participant). Old Pueblo Community Services, Inc. will serve 65% of households within the first six months of the contract and ensure that 100% of households will exit to permanent housing within sixty days.

***Public Benefit:**

The program provides the resources necessary for households experiencing homelessness in Pima County to obtain employment and housing.

***Metrics Available to Measure Performance:**

Arizona Department of Housing requires its programs to enter information, provide reports, and track program participants through the Homeless Management Information System (HMIS).

***Retroactive:**

No

*TO: COB 6-29-17(1)
pgs: 19*

ADDENDUM

JUN 29 17 PM 03:49 PC CLK OF BD

Procure Dept 06/29/17 PM 01:59

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 17-441

Effective Date: 7/12/17 Termination Date: 5/31/18 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$* 88,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: State of Arizona Housing Program Fund (HPF)

Funding from General Fund? Yes No If Yes \$ _____ % _____

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

*Is the Contract to a vendor or subrecipient? Subrecipient of Arizona State funds

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 Information (for grants acceptance and awards)

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*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, Employment and Training Telephone: 724-5723

Department Director Signature/Date: *Charles Jones* 6/28/17

Deputy County Administrator Signature/Date: *[Signature]* 6/29/17

County Administrator Signature/Date: *C. D. [Signature]* 6/29/17
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
SULLIVAN JACKSON EMPLOYMENT CENTER (SJEC)
PROFESSIONAL SERVICES CONTRACT**

Program Name: Arizona Department of Housing – Pima County Links Bridge Housing Project

Awardee: Old Pueblo Community Services, Inc.
4501 E. 5th Street
Tucson, AZ, 85711

DUNS: 002623366

Program Description: Bridge Housing (“BRH”), supportive services to people experiencing homelessness, and homeless prevention

Contract Term: July 12, 2017, or upon execution by Pima County Board of Supervisors, whichever is later, through May 31, 2018

Contract Amount: \$88,000.00

Funding: State of Arizona Housing Program Fund (HPF)

ADOH Agreement No 563-17

Award Date: 2017

CONTRACT
NO. <u>CT-CS-17-441</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

CFDA	Program Description	State Funding	Pima County Award
N/A	Arizona Department of Housing – Pima County Links Rapid Rehousing Project	\$2,000,000.00	\$464,250.00

Is this a Research and Development Contract: No

Awardee is a Subrecipient Contractor

This Agreement is made by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Old Pueblo Community Services, Inc., a non-profit corporation authorized to do business in the State of Arizona (“Awardee”).

RECITALS

- A. The Arizona Department of Housing (“ADOH”) sought applications for funds to provide housing and supportive services to families and individuals experiencing homelessness.
- B. County, through the Community Service, Employment and Training Department, applied for grant funds from ADOH (“the Grant”) for the provision of services to the homeless, including:
 - 1. Rapid Re-Housing (“RRH”);
 - 2. Homeless Prevention;

3. Employment and training assistance; and
 4. Other necessary supportive services.
- C. Pursuant to Awardee’s beneficial response to County Request for Proposal No. RFP-CSET-2015-4 (“the RFP”), County included Awardee as a provider of bridge housing for chronically homeless awaiting permanent supportive housing,, with SJEC providing administrative oversight and employment assistance, in the application to ADOH for the Grant.
- D. County, as Grantee, was awarded the Grant.
- E. ADOH approved the allocation of Grant funds to Awardee for the provision of rapid rehousing and homelessness prevention services under the Grant.
- F. The Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to enter into an agreement with Awardee to provide rapid-rehousing services to the homeless and homelessness prevention services.

NOW, THEREFORE, the parties agree as follows:

1.0 TERMS AND EXTENSIONS

- 1.1. Original Term. This Agreement will commence on July 12, 2017, or upon execution by the Pima County Board of Supervisors, whichever is later and will terminate on May 31, 2018 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Option.
- 1.2. Extension Option. County may renew this Agreement for (the “Extension Option”) for up to three (3) additional 12-month periods or any portion thereof. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. 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.
- 1.4. Notwithstanding paragraphs 1.1 and 1.2 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.

2.0 SCOPE OF SERVICES

- 2.1. Awardee will:
 - 2.1.1. Provide the County with the services as described in the attached **Exhibit A**.
 - 2.1.2. Comply with the standards established by the ADOH pursuant to 24 C.F.R. § 578.7(8) & (9).
 - 2.1.3. Employ suitably trained and skilled personnel to perform all services under this Agreement.
 - 2.1.4. Perform its duties:
 - 2.1.4.1. In a humane and respectful manner and in accordance with any applicable professional standards;
 - 2.1.4.2. To the satisfaction of County; and
 - 2.1.4.3. Incompliance with all terms and conditions applicable to the grant funds being provided under this Agreement.
 - 2.1.5. Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

- 2.1.6. **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.**
- 2.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
 - 2.2.1. Be employees or volunteers of the Awardee;
 - 2.2.2. Satisfy any qualifications set forth herein; and
 - 2.2.3. Be covered by personnel policies and practices of Awardee.
- 2.3. 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.
- 2.4. No program funded under this Agreement may impair existing contracts 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.
- 2.5. Confidentiality. Awardee:
 - 2.5.1. Understands 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 with respect to services provided under 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.
 - 2.5.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the services set forth in this Agreement.
 - 2.5.3. 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 services.

3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for the services specified in **Exhibit A**, of this Agreement, County agrees to pay Awardee **up to \$88,000.00** (“the Maximum Allocated Amount”).
- 3.2. Payment will be made from the Grant County has received from ADOH (“the awarding agency”).
- 3.3. 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.**
- 3.4. **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:

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

- 3.5. Each monthly Request for Reimbursement must:
 - 3.5.1. Reference this contract number.
 - 3.5.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to ensure proper internal financial controls.

- 3.5.3. Be for services and costs identified in **Exhibit A**.
- 3.5.4. Be accompanied by documentation which must include, but is not limited to:
 - 3.5.4.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
 - 3.5.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.5.4.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.5.4.4. Any other documentation requested by County.
- 3.5.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:
 - 3.5.5.1. Time sheets or other records that specify, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify:
 - 3.5.5.1.1 Hours worked on the grant;
 - 3.5.5.1.2 Total hours worked on the grant;
 - 3.5.5.1.3 Days worked; and
 - 3.5.5.1.4 Hours worked each day.
 - 3.5.5.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits. Fringe benefits must be calculated at the rate shown in the budget in **Exhibit A**.
- 3.5.6. Comply with the applicable provisions of 2 C.F.R. §§ 200 and 2900.
- 3.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- 3.6. If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraph 3.5.4 and 3.5.5 for the matching funds.
- 3.7. **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.
- 3.8. If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date of invoice is received. Awardee should budget their cash needs accordingly.
- 3.9. **No payments will be made to Awardee until all of the following conditions are met:**
 - 3.9.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.9.2. Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.9.3. This Agreement is fully executed; and

- 3.9.4. Adequate and accurate documentation is provided with the request for reimbursement or invoice.
- 3.10. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will 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 3.5 above.
- 3.11. Awardee will report to the County:
- 3.11.1. Accrued expenditures;
 - 3.11.2. Program income, as defined by the federal awarding agency; and
 - 3.11.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.12. Resident rent must be calculated as provided by the Tucson Pima Collaboration to End Homelessness (“TPCH”) Written Standards.
- 3.13. County may, at its sole discretion:
- 3.13.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.13.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
 - 3.13.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.14. 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.
- 3.15. Changes between budget line items may only be made as follows:
- 3.15.1. Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
 - 3.15.2. Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.16. Disallowed Charges or Cost principles will be as follows:
- 3.16.1. The cost principle set forth in the Code of Federal Regulations (C.F.R.), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
 - 3.16.2. **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.**

- 3.17. For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 21.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 INSURANCE

- 4.1. 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.

4.2. Insurance Coverages and Limits:

- 4.2.1. 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.
- 4.2.2. 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.
- 4.2.3. Workers’ Compensation (WC) and Employers’ Liability:
- 4.2.3.1. 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.
- 4.2.3.2. 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.

4.3. Additional Coverage Requirements:

- 4.3.1. 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.
- 4.3.2. 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.
- 4.3.3. 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.

- 4.3.4. 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 a Awardee's deductible or Self Insurance Retention (SIR).
- 4.3.5. 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.

4.4. **Verification of Coverage:**

- 4.4.1. 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:
 - 4.4.1.1. 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,
 - 4.4.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
 - 4.4.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 4.4.2. 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.
- 4.4.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 4.4.4. 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.

4.5. **Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract 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.

5.0 INDEMNIFICATION

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 of 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 Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Awardee from and against any and all Claims. Awardee is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

6.0 LAWS AND REGULATIONS

- 6.1. 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.
- 6.2. Licensing. Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 6.3. 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.
- 6.4. Use of Funds. Awardee warrants that ADOH funds provided for personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 6.4.1. Political activities;
 - 6.4.2. Inherently religious activities;
 - 6.4.3. Lobbying;
 - 6.4.4. Political patronage; or
 - 6.4.5. Nepotism activities.
- 6.5. Awardee will comply with the applicable provisions of:
 - 6.5.1. HUD Regulations 24 C.F.R. Parts 578, 582, and 583, Continuum of Care Program; McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*) as amended;
 - 6.5.2. Housing Quality Standards (24 C.F.R. § 982.401);
 - 6.5.3. Rental Assistance (24 C.F.R. §578.51);
 - 6.5.4. Davis-Bacon Act (Pub. L.107-217), as amended;
 - 6.5.5. 2 C.F.R Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance;
 - 6.5.6. Cost Principles for Non-Profit Organizations (2 C.F.R. Part 230);

- 6.5.7. Child Labor Laws (A.R.S. §23-230 *et seq.*);
- 6.5.8. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
- 6.5.9. 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;
- 6.5.10. Debarment and Suspension (29 C.F.R. Part 98 and Executive Order 12549);
- 6.5.11. Drug-Free Workplace (U.S.C. 702 *et seq.* and 2 CFR 182);
- 6.5.12. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
- 6.5.13. All rules and regulations applicable to the Acts set forth above.

7.0 INDEPENDENT CONTRACTOR

- 7.1. 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.
- 7.2. 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.
- 7.3. Awardee will be solely responsible for its program development, operation, and performance.

8.0 SUBCONTRACTOR

- 8.1. Except as provided in paragraph 8.2, 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.
- 8.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 8.3. Awardee is 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 Awardee is responsible for the acts and omissions its own employees. Nothing in this Agreement creates 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.
- 8.4. Awardee must include the provision set forth in paragraph 3.6 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.

9.0 ASSIGNMENT

Awardee will not 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.

10.0 NON-DISCRIMINATION

- 10.1. 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.

- 10.2 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.

11.0 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 C.F.R. 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 C.F.R. 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.

12.0 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.

13.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Agreement, or to take any action based on the other party's failure to fully and completely perform, is not 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 is not an accord and satisfaction.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

- 14.1. 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.
- 14.2. Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in this Agreement, including, but not limited to, those governing nepotism.

15.0 TERMINATION AND SUSPENSION BY COUNTY

- 15.1. 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.
- 15.2. With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Awardee to be in default of any provision of this Agreement.
- 15.3. Insufficient Funds: Notwithstanding Paragraphs 15.1 and 15.2 above, if any state or federal grant monies used to pay 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.

- 15.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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.
- 15.5. 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 contract will be immediately terminated or that performance may be resumed.

16.0 NOTICE

- 16.1. 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.
- 16.2. Any notice required or permitted to be given under this Agreement must be in writing and served by personal delivery or by certified mail upon the other party as follows:

<u>County:</u>	<u>Awardee:</u>
Director	CEO
Pima County Community Services	Old Pueblo Community Services, Inc.
2797 E. Ajo Way	4501 E. 5th Street
Tucson, AZ 85713	Tucson, AZ, 85711

17.0 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.

18.0 OTHER DOCUMENTS

- 18.1. 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 submitted by the Awardee in its' response to the RFP.
- 18.2. Awardee and County in entering into this Agreement have relied upon information provided in the Grant Application to ADOH, and other information and documents submitted by the Awardee to County in relation to said Grant Application.
- 18.3. The documents set forth in paragraphs 18.1 and 18.2 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.

19.0 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.

20.0 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.

21.0 BOOKS AND RECORDS

- 21.1. Awardee must keep and maintain proper and complete books, records and accounts, including those specified by the Awarding Agency, which are pertinent to the activities funder under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours.
- 21.2. Awardee must retain all records pertaining to this Agreement for 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.

22.0 AUDIT REQUIREMENTS

- 22.1. Awardee will:
 - 22.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts200).
 - 22.1.2. **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.
 - 22.1.3. 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.
 - 22.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 22.1.5. 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.
 - 22.1.6. 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 22.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
 - 22.1.7. Pay all costs for any audit required or requested pursuant to this Section 22.0, 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.

22.2. Awardee status:

22.2.1. 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."

22.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 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.

22.3. Awardee must timely submit the required or requested audit(s) to:

Director
Community Services, Employment & Training Dept.
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

23.0 COPYRIGHT

Neither, Awardee nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract 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.

24.0 PROPERTY OF THE COUNTY

24.1. 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.

24.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. The Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Awardee will not use or release these materials without the prior written consent of the County.

25.0 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.

26.0 COORDINATION

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.

27.0 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.

28.0 PUBLIC RECORDS

- 28.1. 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.
- 28.2. Records Marked Confidential; Notice and Protective Order.
- 28.2.1. If Awardee reasonably believes that some of the records described in paragraph 24.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."
- 28.2.2. 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.
- 28.2.3. 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.

29.0 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.

30.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 30.1. 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 contract likewise complies with the State and Federal Immigration Laws.
- 30.2. 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.
- 30.3. 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 26, 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.
- 30.4. Subcontractors. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26.0 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."

31.0 ISRAEL BOYCOTT CERTIFICATION

Awardee hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Awardee may result in action by County up to and including termination of this Agreement.

32.0 ENTIRE AGREEMENT

32.1. 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.

32.2. 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

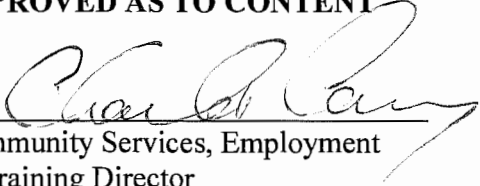
Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors Date

APPROVED AS TO CONTENT



Community Services, Employment
& Training Director

APPROVED AS TO FORM



Karen S. Friar, Deputy County Attorney

AWARDEE



Authorized Officer Signature

Tom Litwicks

Please print name

CEO

Title

6/22/2017

Date

SCOPE OF WORK

RAPID REHOUSING SERVICES

1.0 PROGRAM OVERVIEW

Awardee will provide bridge housing for Pima County Links Bridge Housing Project (“BRH”). BRH will provide up to 60 days of housing to chronically homeless individuals and families currently awaiting permanent supportive housing. Awardee will also provide program participants with case management to help identify and overcome barriers to acquiring and maintaining permanent housing.

2.0 PROGRAM ACTIVITIES -- AWARDEE

2.1. Case Management Activities. Awardee will:

- 2.1.1. Employ a minimum of **one (1) FTE qualified case manager(s)** to provide case management services to those participants provided with Housing Assistance pursuant to paragraph 2.2 below.
- 2.1.2. Ensure that case manager(s) is trained in SSI/SSDI Outreach, Access, and Recovery (“SOAR”) and registers and enters SOAR information for each participant served into Online Application Tracking (“OAT”).
- 2.1.1. Ensure that case manager(s) performs case management duties as allowable per 24 C.F.R. 578.53(3), including, but not limited to:
 - 2.1.1.1. Assessing individual and household needs.
 - 2.1.1.2. Developing the following:
 - 2.1.1.2.1. **Case plan.** After a participant enters the program, administer a full Service Prioritization Decision Assistance Tool. The case plan must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency.
 - 2.1.1.2.2. **Housing plan.** The housing plan must map out a path to permanent housing stability.
 - 2.1.1.2.3. **Household Budget.** The household budget must be realistic and include a savings plan designed to ensure that the participant can maintain permanent housing after completing the program.
 - 2.1.1.3. Helping arrange and coordinate access to necessary resources to support the goals and objectives established with the participant.
 - 2.1.1.4. Meeting with each participant at least once a week to monitor and evaluate progress towards goals and outcomes established in the case plan, housing plan and household budget and adjust goals as warranted to ensure success.
 - 2.1.1.5. Providing information about and referrals to other providers, when warranted.
 - 2.1.1.6. Entering client information into the Homeless Management Information System (“HMIS”) and any other databases specified by County within three working days of an activities occurrence.

- 2.1.2. Ensure that case manager(s) meets at least monthly with designated County staff to:
 - 2.1.2.1. Evaluate each participant's case plan and progress towards achieving the goals and outcomes;
 - 2.1.2.2. Coordinate resources being offered to each participant; and
 - 2.1.2.3. Avoid duplication of service.
- 2.1.3. Reimburse case managers for the following:
 - 2.1.3.1. Pursuant to a monthly mileage log submitted by the case manager, mileage, at approved county rate, for:
 - 2.1.3.1.1. Visiting and monitoring participants;
 - 2.1.3.1.2. Seeking appropriate housing with participants; and
 - 2.1.3.1.3. Making housing quality inspections.
 - 2.1.3.2. Costs associated with accompanying participants on public transportation.

2.2 **Bridge Rehousing Assistance.** Bridge housing provides suitable short-term (up to sixty (60) days) housing for the chronically homeless awaiting a move into permanent housing. Awardee will:

- 2.2.1. Help each eligible participant select bridge housing that is appropriate to the participant's immediate needs. Unit must fall within Fair Market Rent standards.
- 2.2.2. After housing is selected, inspect housing for compliance with the applicable housing quality standards ("HQS") set forth in 24 C.F.R. 982.401 and, while the program participant resides in the housing, reinspect for HQS compliance annually.
- 2.2.3. Lease the bridge housing property and pay the rent.
- 2.2.4. Ensure program participant is aware that the bridge housing is available for up to 60 days.
- 2.2.5. Help participants complete necessary documentation associated with transitioning into a permanent supportive housing program;
 - 2.2.5.1. Provide basic household items and
 - 2.2.5.2. Maintain close contact with participants and permanent housing programs that have accepted clients to ensure participants make a successful transitions into permanent housing.

3.0 PROGRAM ACTIVITIES – COUNTY. County will:

- 3.1. Through SJEC, determine eligibility of applicants. To be eligible, the individual or family, at the time of referral, must be:
 - 3.1.1 Homeless, meeting either of the following HUD requirements:
 - 3.1.1.1 Category One: living on the street, in a shelter or a place not meant for human habitation; or
 - 3.1.1.2 Category Two: at imminent risk of homelessness.
 - 3.1.2 Referred from the Pima County Coordinated Entry System and
 - 3.1.3 Already accepted to a permanent supportive housing program, but awaiting placement.
- 3.2. Refer participants to Awardee for services when County deems appropriate.

- 3.3. Provide, or arrange for, education services, employment assistance and job training, and life skills training as determined necessary and appropriate for each participant.
- 3.4. Provide administrative oversight for the Grant, including, but not limited to:
 - 3.4.1 Ensuring funds are expended for eligible services established under the contract between County and ADOH;
 - 3.4.2 Monitoring Awardee’s activities for progress and compliance with program requirements;
 - 3.4.3 Evaluating program results against stated objectives;
 - 3.4.4 Preparing and submitting reports to ADOH;
 - 3.4.5 Ensuring program is run in accordance with the ADOH Special Needs Housing Manual.

4.0 PROGRAM ACTIVITIES -- AWARDEE and COUNTY. The parties will:

- 4.1. Attend seventy-five percent (75%) of Tucson Collaborative to End Homelessness (“TPCH”) meetings and continue to serve on committees as named in the County’s application to ADOH.
- 4.2. Follow a Housing First approach. The parties will not:
 - 4.2.1. Establish and use any preconditions or eligibility requirements (beyond those set forth in this Agreement) in selecting program participants for BRH services;
 - 4.2.2. Require program participants to participate in supportive services activities as a condition of receiving housing through RRH; or
 - 4.2.3. Terminate housing for reasons other than violations of the terms of the lease agreement entered into between participant and landlord.

5.0 PROGRAM GOALS/PREDICTED OUTCOMES

Awardee will provide BRH services, case management and associated services to **a minimum of forty (40) participants** (a homeless family is considered one (1) participant).

- 5.1. Participants in BRH must meet the following levels of achievement:

Of total participants served in RRH	Achievement
65%	Receive services within the first six months of the Agreement
75%	Increase or maintain household income through employment or receipt of benefits
100%	Participate in developing and revising case and housing plans and household budget throughout the time receiving RRH services
100%	Exit program by moving into permanent housing within sixty days (not to an emergency shelter or transitional housing)

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6.0 BUDGET.

6.1. For services provided **July 12, 2017 through May 31, 2018**, Awardee will be paid in accordance to the following table:

BUDGET LINE ITEM	AMOUNT
Rental Assistance	\$40,000.00
Case Management	\$43,000.00
Administrative Costs	\$5,000.00
Total Program Budget	\$88,000.00

6.2. Rental Assistance.

6.2.1. Rental assistance consists of leasing five one-bedroom units that fall under “Fair Market Rent” as determined by the Department of Housing and Urban Development (HUD) totaling \$40,000.00.

6.2.2. The leases will be held by Old Pueblo Community Services, Inc.

6.3. Case management budgeted at \$43,000.00, which includes \$34,000.00 for salary, \$8,040.00 for fringe benefits, and \$960.00 mileage reimbursements for eligible program activities.

6.4. Administrative Costs are not-to-exceed \$5,000.00.

7.0 REPORTING. Awardee will:

7.1. Provide weekly email reports on number of new households served.

7.2. Run the Agency Report Card and the CoC-Annual Performance Report (APR) bi-monthly.

7.3. Within two (2) business days of occurrence, enter entry and exit data for all participants into HMIS. Follow HMIS Data Quality Plan and maintain a grade of at least an “A” (98%) on HMIS Data Completeness Reports.

7.4. Submit a Data Quality Completion Report along with the invoices for services provided in October, December, March and June. Payments will be withheld if:

7.4.1. The Data Quality Complete Report is not submitted with the invoices for these months; or

7.4.2. The data entered into HMIS for the Data Quality Complete Report is less than 80% accurate.

END OF EXHIBIT A