



Contract number: CT-CD-15\*194  
 Effective Date: 1-1-14  
 Term Date: 12-30-16  
 Cost: \$359,128  
 Revenue: \_\_\_\_\_  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action  
 Renewal By: 10-1-16  
 Term: 12-30-16  
 Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: December 02, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Authorization of contract CT-CD 1500000000000000194 between SAAF and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the multi-year contract in the amount of \$359,128.00 for the HUD – Housing for Persons with AIDS (HOPWA) grant. The Pima County BOS approved the HUD HOPWA Award (GTAW 1500000000000000030) on OCTOBER 7, 2014. A delay in the close-out of the previous HOPWA grant and a prolonged budget negotiation between Pima County, HUD, and another HOPWA subrecipient for this grant hindered the timely release of the HUD HOPWA award as well as the HOPWA subrecipient contract's. Per HUD's direction, the HUD award and the subrecipient's contracts are to be effective on JANUARY 1, 2014.

CONTRACT NUMBER (if applicable): 1500000000000000194

**STAFF RECOMMENDATION(S):**

Staff recommends approval by the Board of Supervisors

Procure Dept 11/05/14 PM0243

CORPORATE HEADQUARTERS: Tucson, Arizona

Page 1 of 2

Ver-1  
 Vendor-1  
 Pgs.- 22  
 To: CoB - 11-19-14  
 Agenda - 12-2-14  
 (2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: 359,128.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): HUD/Federal  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

County shall authorize contract CT-CD 1500000000000000194 between SAAF and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the multi-year contract in the amount of \$359,128.00 for the HUD – Housing for Persons with AIDS (HOPWA) grant. The Pima County BOS approved the HUD HOPWA Award (GTAW 1500000000000000030) on OCTOBER 7, 2014. A delay in the close-out of the previous HOPWA grant and a prolonged budget negotiation between Pima County, HUD, and another HOPWA subrecipient for this grant hindered the timely release of the HUD HOPWA award as well as the HOPWA subrecipient contract's. Per HUD's direction, the HUD award and the subrecipient's contracts are to be effective on JANUARY 1, 2014.

**IF DENIED:**

County shall not authorize contract CT-CD 1500000000000000194 between SAAF and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the multi-year contract in the amount of \$359,128.00 for the HUD – Housing for Persons with AIDS (HOPWA) grant. The Pima County BOS approved the HUD HOPWA Award (GTAW 1500000000000000030) on OCTOBER 7, 2014. A delay in the close-out of the previous HOPWA grant and a prolonged budget negotiation between Pima County, HUD, and another HOPWA subrecipient for this grant hindered the timely release of the HUD HOPWA award as well as the HOPWA subrecipient contract's. Per HUD's direction, the HUD award and the subrecipient's contracts are to be effective on JANUARY 1, 2014.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Ana Durazo TELEPHONE NO.: 724-6750

<p><b>PIMA COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION</b></p> <p><b>PROGRAM:</b> Positive Directions</p> <p><b>AGENCY:</b> Southern Arizona AIDS Foundation 375 South Euclid Avenue Tucson, Arizona 85719</p> <p><b>AMOUNT:</b> \$359,128.00</p> <p><b>FUNDING:</b> Housing Opportunities for Persons with AIDS (HOPWA)</p>	<table border="1"> <tr> <td style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td>NO. <u>CT-CD-1500000000000000194</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b> _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p>(STAMP HERE)</p>	<b>CONTRACT</b>	NO. <u>CT-CD-1500000000000000194</u>	<b>AMENDMENT NO.</b> _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
NO. <u>CT-CD-1500000000000000194</u>					
<b>AMENDMENT NO.</b> _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

**Grant Contract**

This Grant Contract, ("Contract") is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Southern Arizona AIDS Foundation, a non-profit corporation ("Agency").

W I T N E S S E T H

WHEREAS, on January 23, 2013, County submitted an application to the Department of Housing and Urban Development ("HUD") for renewal of the Positive Directions-Housing Opportunities for Persons with AIDS ("HOPWA") Program Renewal Grant; and,

WHEREAS, the Positive Directions-HOPWA program provides housing and supportive services for low-income individuals with HIV/AIDS and their households; and,

WHEREAS, HUD awarded County a three year HOPWA renewal grant in the amount of \$1,385,585.00 (HUD Grant No. AZ-H130015) for fiscal years 2014-2016; and,

WHEREAS, in order to accept the HOPWA funds, County entered into a HOPWA renewal grant agreement with HUD (Pima County Contract No. GTAW 15\*30); and,

WHEREAS, the HOPWA renewal grant agreement requires that HOPWA funds be used to provide permanent housing and supportive services to HIV/AIDS individuals and their households in Pima County; and,

WHEREAS, the Pima County Board of Supervisors finds that Agency's program is in the best interests of the residents of the County; and,

WHEREAS, County finds that it is appropriate to provide HOPWA funds for Agency's program.

NOW, THEREFORE, the Parties agree as follows:

## ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

- A. This Contract, as awarded by County, shall commence on **January 1, 2014** and shall terminate on **December 30, 2016**, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- B. Amendments to this contract can be considered after the first year of operations. Any modification of the terms and conditions, including extension of the Contract termination date, shall be by formal written amendment executed by the Agency and the Pima County Board of Supervisors. **Any amendment must be executed by the Board of Supervisors before any work or deliveries under the amendment commences.**
- C. In order to amend the work or deliveries in a manner that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons, Agency must, pursuant to Section 24 CFR 574.260, provide a written request justifying the change(s) requested to County and HUD. Funds may not be expended for the revised proposed use of funds until:
1. HUD accepts the revised proposed use;
  2. Amendment is executed by the Board of Supervisors and the Agency; and
  3. For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with §574.510.
- D. Substantial changes to the terms and conditions of this contract require and amendment. A substantial change involves a request by the Agency to add/or subtract more than 10 percent of the amount approved in any one budget line item to another budget line item; a change that affects the approved housing outputs; a change that decreases the amount of other leveraged funds that were committed to be used for supportive services activities.

## ARTICLE II – SCOPE OF WORK

- A. **PURPOSE:** This Contract establishes the terms and conditions under which Agency will provide eligible HOPWA component activities as defined and set forth in **Exhibit A**.
- B. **COMPLIANCE:** In providing services, Agency shall:
1. Comply with:
    - a. Housing Opportunities for Persons with AIDS regulations set forth in 24 CFR Part 574, found at <https://www.hudexchange.info/hopwa/>;
    - b. AIDS Regulations and the AIDS Housing Opportunity Act as set forth in 42 U.S.C. § 12901 *et seq.*;
    - c. 2013 HOPWA Operating Instructions for Renewal Competitive Grants; and
    - d. All other applicable federal law and regulations.
  2. Maintain client confidentiality in all record-keeping, data collection and service provision in compliance with:

- a. 24 CFR § 574.440 and the HOPWA Confidentiality User Guide:  
<https://www.hudexchange.info/resource/3296/hopwa-confidentiality-user-guide/>
  - b. The Homeless Management Information System (“HMIS”) Policy and Protocols.
3. Maintain proper and complete books, records and accounts pertaining to the HOPWA grant per 24 CFR Part 574.450 as applicable and the persons served. Records must be made readily available to duly authorized representative of County for inspection, monitoring or audit at any time during normal business hours. Records must include:
- a. Accurate data that has been timely entered in the Pima County HMIS as required by 24 CFR § 576.500(n);
  - b. All data required for the County’s Annual Performance Report (“APR”). This data must be provided to County no later than February 28<sup>th</sup> of each year; and
  - c. Any additional information necessary to meet other reporting requirements, including, but not limited to, the information set forth in 24 CFR § 574.530.

**C. PERFORMANCE REQUIREMENTS.** In addition to the requirements set forth in **Exhibit A** and Paragraph B above, Agency warrants and certifies that:

1. Agency qualifies as a private nonprofit organization defined as a secular or faith-based organization as described in § 501(c)(3) of Internal Revenue Code and that Agency will maintain this status throughout the term of this Contract;
2. All activities undertaken by Agency pursuant to this contract will be eligible activities under the Housing Opportunities for Persons with AIDS, 24 CFR Part 574;
3. Agency complies with the provisions in the Contractor’s Certification set forth in **Exhibit B**; and
4. To the best of its ability, Agency will perform the work in accordance with the terms of this contract, including **Exhibit C – Special Agency Conditions**.

**ARTICLE III– PAYMENT**

**A.** This is a cost reimbursement Contract. In consideration of the performance of services specified in this Contract, County agrees to reimburse Agency for HOPWA-eligible expenses incurred pursuant to this Contract as follows:

1. Reimbursement shall not exceed **\$359,128.00**.
2. The work under this Contract must be performed to the satisfaction of County. County shall review all records, including HMIS, for compliance with the terms of this contract and shall determine the acceptability and progress of the work and the amounts to be paid to Agency.
3. Payments made by County will be reconciled with actual costs incurred prior to final payment, or through subsequent audit. If payments received by Agency from County exceed actual costs, Agency shall refund the excess County.

**B.** Requests for payment by Agency shall include all claims and invoices of every kind and nature against county arising under this Contract or any provision thereof. Agency shall submit monthly requests for payment no more than thirty (30) calendar days following the expenditure month.

- C. All requests for payments shall be on the form set forth in **Exhibit D**. Request for payments must be submitted to the County by the 15<sup>th</sup> working day of each month for the previous month of service. Invoices must be:
1. Approved and signed by an authorized representative of Agency;
  2. For services and costs as identified in **Exhibit A** and must reference this contract number.
  3. Supported by documentation which may include, but is not limited to:
    - a. A summary report of monthly expenditures.
    - b. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
    - c. Detailed travel reports to support all travel expenses.
    - d. Time Sheets to support all labor charges.
    - e. Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.
    - f. A calculation of administrative/indirect costs, evidencing that such cost do not exceed the maximum allowed under HOPWA and as indicated in Exhibit A.
  4. Verifiable by County representative.
  5. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- D. Agency shall not be entitled to, and shall forfeit, payment of any expenses not submitted to County within the following timeframes:
1. No later than September 25<sup>th</sup> for expenses incurred in July;
  2. Within sixty (60) days after the end of the month in which the expenses were incurred in the months of August through March;
  3. No later than May 30<sup>th</sup> for expenses incurred in April and May; and,
  4. No later than July 7<sup>th</sup> for expenses incurred in June.
- E. County may deduct, from any amount due Agency, its processing costs or delay-related damages in connection with a request for payment submitted after the deadline in Article III, Paragraph B, but before the forfeiture deadline in Paragraph D.
- F. Payment will generally occur thirty (30) days from the date the submission is received by the Pima County Finance Department. Agency should budget its cash needs accordingly.
- G. Agency may not bill the County for costs that are paid by another source. Agency must notify the County within ten (10) days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Contract.

#### ARTICLE IV - INSURANCE

- A. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the

Agency, his agents, representatives, employees or subcontractors, and Agency is free to purchase additional insurance.

B. Minimum Scope and Limits of Insurance: Agency shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form:

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

i. General Aggregate	\$2,000,000.00
ii. Products – Completed Operations Aggregate	\$1,000,000.00
iii. Personal and Advertising Injury	\$1,000,000.00
iv. Blanket Contractual Liability – Written and Oral	\$1,000,000.00
v. Fire Legal Liability	\$ 50,000.00
vi. Each Occurrence	\$1,000,000.00

b. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

c. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

d. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.

2. Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement;

a. Combined Single Limit (CSL) \$1,000,000.00

b. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

c. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.

3. Worker's Compensation and Employers' Liability

a. Workers' Compensation Statutory

b. Employers' Liability:

i. Each Accident	\$ 500,000.00
ii. Disease – Each Employee	\$ 500,000.00
iii. Disease – Policy Limit	\$1,000,000.00

- c. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.
- d. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

C. Additional Insurance Requirements: The policies shall contain, or be endorsed to contain, the following provisions:

- 1. Pima County, wherever additional insured status is required, shall be covered to the full limits of liability purchased by the Agency, even if those limits of liability are in excess of those required by this Agreement.
- 2. The Agency's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

D. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice shall be sent directly to the **Department Director at 2797 E. Ajo Way, 3<sup>rd</sup> Floor, Tucson, AZ 85713** and shall be sent by certified mail, return receipt requested. The Project Name/Contract Number and project description shall be noted on the Certificate of Insurance.

E. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.

#### ARTICLE V - INDEMNIFICATION

- A. Agency shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Agency, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. Agency warrants that all products and services provided under this contract are non-infringing. Agency will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### ARTICLE VI - COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona

shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of the Agency shall be that of an independent contractor. Neither Agency, nor Agency's officers, agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Agency shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Agency's failure to pay such taxes. Agency shall be solely responsible for program development and operation.

#### **ARTICLE VIII - SUBCONTRACTOR**

Agency 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 Agency is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall 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.

#### **ARTICLE IX - ASSIGNMENT**

Agency shall not assign its rights to this Contract, in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of County, provided that such approval shall not be unreasonably withheld.

#### **ARTICLE X - NON-DISCRIMINATION**

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

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf)

These are incorporated into this contract as if set forth in full herein. During the performance of this contract, Agency shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE XI - AMERICANS WITH DISABILITIES ACT**

Agency shall 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.

## **ARTICLE XII - AUTHORITY TO CONTRACT**

Agency warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Agency or any third party by reason of such determination or by reason of this Contract.

## **ARTICLE XIII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall 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 shall not be construed as an accord and satisfaction.

## **ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Contract by reference.

## **ARTICLE XV - TERMINATION**

- A. County reserves the right to terminate this Contract at any time and without cause by serving upon Agency 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Agency shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. 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 shall not be liable to Agency for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Agency shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- C. This Contract may be terminated at any time without advance notice and without further obligation to the County when the Agency is found by County to be in default of any provision of this Contract.
- D. Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, County shall have no further obligation to Agency, other than to pay for services rendered prior to termination.

## ARTICLE XVI – NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

### **PIMA COUNTY:**

Margaret Kish, Director  
Community Development and  
Neighborhood Conservation Dept.  
2797 East Ajo Way, 3rd Floor  
Tucson, Arizona 85712

### **AGENCY:**

Luis Ortega, Executive Director  
Southern Arizona AIDS Foundation  
375 South Euclid Avenue  
Tucson, Arizona 85719

## ARTICLE XVII - NON-EXCLUSIVE CONTRACT

Agency understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

## ARTICLE XVIII - OTHER DOCUMENTS

- A. The applicable provisions of the HOPWA set forth at 24 CFR Part 574 are incorporated into and made part of this Contract as if set forth in full herein.
- B. To the extent of any inconsistency among the Contract documents, the requirements of HOPWA and Special Agency Conditions shall govern, except as otherwise required by law.

## ARTICLE XIX – REMEDIES

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

## ARTICLE XX – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

## ARTICLE XXI - BOOKS AND RECORDS

- A. Agency shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- B. Agency shall retain all records relating to this Contract at least four (4) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed as described in 24 CFR Part 576.530.

## ARTICLE XXII- PUBLIC INFORMATION

- A. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

## ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

- A. Agency hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Agency's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency shall further ensure that each subcontractor who performs any work for Agency under this contract likewise complies with the State and Federal Immigration Laws.
- B. County shall have the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Agency to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency shall 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.
- D. Agency shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article 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.”

- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Agency. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Agency’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Agency shall be entitled to an extension of time, but not costs.

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**ARTICLE XXIV – ELIGIBILITY FOR PUBLIC BENEFITS**

Agency shall comply with the provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions, are applicable.

**ARTICLE XXV - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**AGENCY**

*Wendell Hicks*  
\_\_\_\_\_  
Authorized Officer Signature

*Wendell Hicks, Executive Director*  
\_\_\_\_\_  
Printed Name and Title

*10/29/14*  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

*Margaret M. Kish*  
\_\_\_\_\_  
Margaret Kish, Director,  
Community Development & Neighborhood Conservation Department

*10/22/2014*  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

**EXHIBIT A**

**Pima County Housing Opportunities for Persons with AIDS Program Fiscal Year 2014-2016**

Agency: Southern Arizona AIDS Foundation	Program: Positive Directions
Agency Address: 375 South Euclid Avenue Tucson, Arizona 85719	Program Contact: Ricardo Fernandez (rfernandez@SAAF.org) Associate Director of Care Services 520-547-6145
Program Award: \$359,128.00	Program Category: Operations, Support Services and Administration

**A. Program Overview**

Southern Arizona AIDS Foundation (“Agency”) will provide permanent housing and subsidized rental assistance at the Positive Directions Program (“the Program”). The Program will provide permanent housing with support services in SAAF’s nine (9) unit rental property. The Program will also provide unsubsidized rental assistance in various scatter sites throughout Pima County. The Program’s services will include case management and financial assistance to help those served achieve permanent housing stability.

**B. Program Activities.** In consideration for the HOPWA funds for permanent housing activities, Agency will provide the services set forth below. Agency shall:

1. Provide Supportive Services as described in 24 CFR 574.300(b)(7) including , but not limited to:
  - a. Mental Health;
  - b. Permanent housing placement;
  - c. Drug and alcohol treatment and counseling;
  - d. Day care;
  - e. Nutritional services; and
  - f. Health services.
2. Provide rental assistance as described in 24 CFR 574.320.
3. Ensure that shelter provided to program participants meets the HUD shelter and housing standards defined in 24 CFR § 574.300 (b) (3), (4), (5) and (8).
4. Request the following operations expenses to be reimbursed to include, but are not limited to, the following:

- a. Maintenance;
- b. Security;
- c. Insurance;
- d. Utilities;
- e. Furnishings;
- f. Equipment; and
- g. Supplies.

C. **Service Location:** Various Locations

D. **Target Populations:** Individuals and their households living with HIV/AIDS.

E. **Service levels:** Agency shall provide services as follows:

Program	Number of Individuals Served
Permanent Housing	40
Rental Assistance	12

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**F. Payment**

HOPWA funds up to a maximum of **\$395,128.00** will be provided by County to cover the following costs:

<b>Administration Budget 2014-2016</b>		
<b>Activities:</b> Staff time and related costs for general management, oversight of HOPWA activities, coordination, evaluation, interface with HMIS, and reporting on eligible activities to Grantee		\$23,494.00
<b>Total Administration Budget</b>		<b>\$23,494.00</b>
<b>Operations Budget 2014-2016</b>		
<b>Position: Property Manager</b> Activities: Delivery and organization of maintenance, property management & improvement	Salary @ \$49,440 + 25% ERE @ \$12,360 = \$61,800 \$61,800 x .12 FTE = \$7,416 \$7,416 x 3 years	\$22,248.00
<b>Position: (2) Maintenance Technicians</b> Activities: Routine repairs and maintenance for SAAF properties	Salary @ \$28,080 + 25% ERE @ \$7,020 = \$35,100 \$35,100 x .24 FTE = \$8,424 \$8,424 x 3 years	\$25,272.00
<b>Position: Housing Services Administrator</b> Activities: Assists with repairs and maintenance for SAAF properties	Salary @ \$34,819 + 25% ERE @ \$8,704 = \$43,524 \$43,524 x .12 FTE = \$5,222 \$5,222 x 3 years	\$15,668.00
<b>Total Operations Costs</b>		<b>\$63,188.00</b>
<b>Direct Services Costs 2014-2016</b>		
Utilities	\$136 a month x 9 units x 36 months	\$44,064.00
Maintenance and Repairs	\$84.07 a month x 9 units x 36 months	\$27,238.00
Landscaping and Pest Control	\$18.07 a month x 9 units x 36 months	\$5,854.00
Office Operating Costs	\$92.06 a month x 36 months	\$3,314.00
<b>Total Direct Service Costs</b>		<b>\$80,470.00</b>
<b>Staff Expenses Budget 2014-2016</b>		
<b>Position: (3) Housing Case Managers</b> Activities: Provide case management and coordination of supportive services	Average salary @ \$32,621+25% ERE @ \$8,156 = \$40,777 \$40,777 x .895 FTE (combined total) = \$36,495 \$36,495 x 3years	\$109,486.00
<b>Position: Associate Director of Care Services</b> Activities: Verify eligibility, consult on assessments and care plans, coordinate with service providers	Salary @ \$50,000 + 25% ERE @ \$12,500 = \$62,500 \$62,500 x .05 FTE = \$3,1,25 \$3,1,25 x 3 years	\$9,375.00
<b>Position: Care Services Administrator</b> Activities: Provide support for substance abuse services, eligibility documentation, and conduct quality management reviews of client records and service delivery	Salary @ \$39,520 + 25% ERE @ \$9,880\$ = \$49,400 \$49,400 x .09 FTE = \$4,446 \$4,446 x 3 years	\$13,338.00
<b>Position: Director of Programs</b> Activities: Approve eligibility and program enrollment, consult	Salary @ \$83,000 + 25% ERE @ \$20,750 =+ \$103,750 \$103,750 x .045 FTE = \$4,668 \$4,668 x 3years	\$14,006.00

<b>Substance Abuse treatment and counseling</b> Activities: Substance abuse evaluation, substance abuse outpatient counseling, limited substance abuse inpatient treatment	Average of 2.5 clients per month at average cost of \$397.31 per client = \$993.27 per month \$993.27 x 36 months	<b>\$35,758.00</b>
<b>Total Staff Expenses Total</b>		<b>\$181,963.00</b>
<b>Facilities Indirect Expenses Budget 2014-2014</b>		
<b>Occupancy and Operating Costs for staff providing Supportive Services at office</b> Activities: Occupancy, utilities & maintenance based on allocable square footage of space	\$94.00 a month x 36 months	<b>\$3,384.00</b>
<b>Operating, office and computer supplies:</b> Activities: printing, postage, and staff development based on allocable FTE	\$184.14 a month x 36 months	<b>\$6,629.00</b>
<b>Total Facilities Indirect Expenses</b>		<b>\$10,013.00</b>
<b>TOTAL SAAF HOPWA BUDGET</b>		<b>\$359,128.00</b>

**END OF EXHIBIT A**

**CONTRACTOR'S CERTIFICATION (HOPWA)**

Agency hereby certifies it will comply with the following:

1. HUD Housing Opportunities for Persons with AIDS Regulations at: <https://www.hudexchange.info/hopwa/>
2. 24 CFI Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (if AGENCY is local government).
3. Title VI of the Civil Rights Act of 1964.
4. Executive Order 11246 - Equal Employment Opportunity.
5. Uniform Relocation Act and the requirements contained in 49 CFR Part 24, subpart B.
6. Environmental review responsibilities 24 CFR 576.57(e)
7. Limitations-Primarily Religious Organizations 24 CFR 576.23
8. OMB Circular A-133, "Audits of States and Local Governments and Non-Profit Organizations".
9. OMB Circular A-122, "Cost Principals for Non-Profit Organizations" (if AGENCY is non-profit organization).
10. OMB Circular A-110, A-87, and A-21.
11. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
12. Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701 (u)] (Employment opportunities for lower income persons in connection with assisted projects);
13. Fair Housing Act (42 U.S.C., 3601-19) and implementing regulations at 24 CFR part 100;
14. Fair Housing Act implementing regulations [42 U.S.C. 3604(f)] and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8;

**SPECIAL AGENCY CONDITIONS**

In these Special Agency Conditions "Contractor" refers to the entity defined as "Agency" in the body of the Grant Contract or Grant Agreement.

**A. Modification**

Modifications may be made to this Grant Agreement in accordance with the following provisions:

1. All modifications shall be in writing and shall conform to applicable law, Federal and State regulations and County policies and directives. Approval of modifications is at the sole discretion of County.
2. Major modifications shall be by written amendment signed by both parties. Major modifications include any which do the following:
  - i. Change the purpose of the Grant Agreement.
  - ii. Increase or decrease the compensation provided for in the Grant Agreement.
  - iii. Change the term of the Grant Agreement.
  - iv. Change the scope or assurances of the Grant Agreement.
  - v. Change any section of the Grant Agreement other than the Scope of Work or budget.
  - vi. Any change that is not a minor modification as described below.
3. Minor modifications may be made by written memorandum and must be approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or authorized representative to be effective. Minor modifications are changes in the Scope of Work or budget that do not change the purpose or total compensation of this Grant Agreement and do not in any way increase the direct or indirect liability of the COUNTY under this Grant Agreement.

**B. Procurement of Goods and Services:**

Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment, or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122 "Cost Principals for Non-Profit Organizations", (if Contractor is a non-profit corporation);

OMB Circular No. A-110 and 24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."

**C. Monitoring and Evaluation:**

1. County shall monitor all activities and information sources in the management, fiscal, and service systems of Contractor and any subcontracted parties, relating to performance of duties and obligations under this Contract, to assure that Contractor is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to Contractor by County are being used effectively and efficiently to accomplish the purposes for which funds were made available.
2. Contractor shall provide payroll information consisting of source documentation that can include employment letters, authorization for rates of pay, benefits, and employee withholding, minutes from Board of Directors' meetings where salary schedules and benefit packages are established, copies of written policies, W-4 forms in conjunction with time and attendance records. If an employee works solely on the HOPWA funded services, a statement to that effect should be signed by the applicable employee and supervisor. Such statement should be certified semi-annually. If an employee's time is split between HOPWA and another funding source, Contractor must have time distribution records supporting the allocation of charges among the sources.
3. County in cooperation with Contractor shall evaluate products, services, and performance under the terms of this Contract. Substandard performance as determined by the County will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.
4. Contractor shall assist County in providing to the U.S. Department of Housing and Urban Development reports and other communications relating to the performance and impact of the facility improvements.

**D. Client Fees and Program Income:**

Any program income generated and received by Contractor as a result of Contract services shall be kept by Contractor, used for the purpose of this Contract, and reported to County.

**E. Identification of Funding and Copyrights:**

1. All advertisements, real property, publications, printed and other materials which are produced by the Contractor and refer to services funded under this Contract shall clearly attribute "PIMA COUNTY" and the HOPWA grant in the following suggested format:

Funded by: *Pima County Community Development & Neighborhood Conservation Department/HOPWA*

2. Reference to Pima County shall be displayed at least as prominently as other credited funding sources.
3. Contractor shall not copyright any materials or products developed through Contract services or Contract expenditures without prior written approval by the County. Upon approval, the federal government and Pima County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

**F. Nepotism**

Contractor shall not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other.

1. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
2. County may grant temporary waiver of this policy where relative employment situation already exists at the time of execution of this Contract.

**G. Audit Requirements:**

1. Contractor shall:
  - a. Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Contract.
  - b. Provide financial statement audits as required by law.
  - c. Upon written notice from County provide a program-specific audit. Such notice from County will specify the period to be covered by the audit and the deadline for completion and submission of the audit.
  - d. Assure that any audit conducted pursuant to this Contract is performed by an independent certified public accountant and submitted to County within six (6) months of completion of Contractor's fiscal year, unless a different time is specified by County. The audit submitted must include Contractor's responses, if any, concerning any audit findings.
  - e. Pay all costs for any audit required or requested pursuant to this Article, unless the cost was specifically included in the Contractor's budget

approved by County and the cost is an allowable charge for payment under applicable law or regulation.

- f. Timely submit the required or requested audit(s) to:  
Marilyn Hutzler  
Pima County Finance and Grants Management  
130 W. Congress, 4<sup>th</sup> Floor  
Tucson, AZ 85701

- 2. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624.
- 3. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

**END OF SPECIAL AGENCY CONDITIONS**

**MONTHLY FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS**

**Southern Arizona AIDS Foundation  
 Positive Directions  
 375 South Euclid Avenue  
 Tucson, AZ 85719**

Month \_\_\_\_\_

Invoice # \_\_\_\_\_

HOPWA Request Activity	Budgeted	Exp./MO.	Accumulative Expenditure	Balance Available
Operations and Maintenance	\$143,658.00			
Support Services	\$191,976.00			
Administration	\$23,494.00			
<b>Contract total</b>	<b>\$359,128.00</b>			

I hereby certify that to the best of my knowledge, the data reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the HOPWA and are based on official accounting records and supporting documents which will be maintained for the purposes of audit.

\_\_\_\_\_  
**Reviewed by:**

\_\_\_\_\_  
**Prepared by:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Pima County Reviewer**

\_\_\_\_\_  
**Date**