



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/06/2022

or Procurement Director Award:

* = Mandatory, information must be provided

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

Compass Affordable Housing, Inc.

***Project Title/Description:**

Cares Act Rapid Rehousing Individuals

***Purpose:**

The County receives U.S. Department of Housing and Urban Development (USHUD) Homeless Emergency Solutions ESG-CV CARES Act Authorization funds to provide rapid rehousing services to Pima County homeless residents.

Attachment: Contract Number CT-CR-23-085

***Procurement Method:**

This Subrecipient Agreement is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The goal is to provide rapid rehousing services to a minimum of 10 participants (a homeless family is considered one participant) in Pima County.

***Public Benefit:**

Homeless individuals, which is the largest under-served population in Pima County, will be provided with housing and employment.

***Metrics Available to Measure Performance:**

The program performance will be tracked in the Homeless Management Information System (HMIS).

***Retroactive:**

Yes. After the agreement was prepared by the department and approved by the Subrecipient, an error made in the Subrecipient's budget related to agency indirect cost rate had to be corrected. The negative impact of not approving this agreement is homeless families and youth may not receive rapid rehousing services.

TO: COB 11/23/22 (1)

ver: 1

Pgs: 43

GHI Approves
AF 11/18/22

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 23-085
Commencement Date: 10/1/22 Termination Date: 9/30/23 Prior Contract Number (Synergen/CMS): N/A

Expense Amount \$ 250,000 Revenue Amount: \$

*Funding Source(s) required: U.S. Department of Housing and Urban Development (USHUD)

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

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

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

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

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

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

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

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

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

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

*Funding Source:

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

Contact: Jenifer Darland/Rise Hart

Department: Community & Workforce Development

Telephone: 724-7312/724-5723

Department Director Signature: Date: 11/8/22

Deputy County Administrator Signature: Date: 21 Nov 2022

County Administrator Signature: Date: 11/21/2022

Pima County Community & Workforce Development Department

Project: Cares Act Rapid Rehousing Individuals

Subrecipient name and address: Compass Affordable Housing, Inc.
48 North Tucson Blvd
Tucson, AZ 85716

Subrecipient UEI #: YLT6HE6EL666
Federal Award Identification Number: E-20-UW-04-0502
Federal Award Date: 10/28/20

Contract No.: CT-CR-23-085

Sub-award Term/Period of Performance start and end date: October 1, 2022 to September 30, 2023
Sub-award Budget Period start and end date: October 1, 2022 to September 30, 2023

Pass-through Entity: Pima County Community & Workforce Development Department

Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment): \$250,000.00

Total amount of the Federal Award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable): \$250,000.00

Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment): \$250,000.00

Federal award project description (funding descriptive title): Cares Act Rapid Rehousing Individuals

Funding agency: United States Department of Housing and Urban Development ("USHUD")

Assistance listing number and title (100% of sub-award, including all disbursements): 14.231, Emergency Solutions Grant (ESG) – CV Cares

Research and Development? No

Subrecipient Indirect cost rate and methodology: 10%, de minimis

SUBAWARD AGREEMENT

1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

- 1.1. Parties. This Subaward Agreement ("Agreement") is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Compass Affordable Housing, Inc. (the "Subrecipient"), a non-profit corporation doing business in the State of Arizona

- 1.2. Background and Purpose. Pima County ("County"), as Grantee, receives Emergency Solutions Grant ("ESG") funds through the U.S. Department of Housing and Urban Development ("HUD") to provide emergency shelter.
- 1.3. Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County. County applied for and received ESG funds in the amount of \$258,818.00 from HUD, under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).
- 1.4. Solicitation and Response. County has determined that the services or activities proposed in Subrecipient's response to the Community Planning Application are eligible for ESG funding and in the best interests of the residents of Pima County. County previously issued Solicitation No. CDNC-05-04-20-CDBG-ESG for services eligible for United States Department of Housing and Urban Development Emergency Solutions Grants COVID-19 funding (the "Solicitation"). Subrecipient submitted an advantageous response to the Solicitation.
- 1.5. Changes to Applicable Deadlines and Recapture Process. Following President Biden's February 18, 2022 Continuation of the National Emergency Concerning the Coronavirus Disease 2019 (COVID-19) Pandemic, HUD issued ESG-CV Notice CPD-22-06 on April 18, 2022 to further extend the deadline extension articulated in ESG-CV Notice CPD-21-08 (dated July 19, 2021): "Recipients must expend all amounts awarded through the first and second allocations of ESG-CV funds by September 30, 2023, except for administration and HMIS funds necessary for ESG-CV closeout, which must be expended by December 31, 2023. The new expenditure deadline of September 30, 2023 is necessary because the pandemic has lasted much longer than initially anticipated and continues to cause significant risk to the public health and safety of the Nation."

2. TERM, TERM EXTENSIONS, AND AMENDMENTS.

- 2.1. This Agreement commences on October 1, 2022 and terminates on September 30, 2023 (the "Initial Term"). If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date. "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2. The terms of this Agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

3. SCOPE OF SERVICES.

- 3.1. Subrecipient will provide County with the services described in the attached Exhibit A (4 pages). Subrecipient will also obtain and maintain all licenses, permits and authority required for performance under this Agreement.

- 3.2. Subrecipient will also comply with the standards established by the Pima County Homeless Management Information System related to data collection and reporting. Subrecipient will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services in this Agreement. Subrecipient will also observe and abide by all state and federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services, personnel policies, and practices of Subrecipient.
- 3.3. Subrecipient will 1) employ suitably trained and skilled personnel to perform all services under this Agreement; and 2) 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. Unless otherwise provided, the personnel delivering services under this Agreement will be employees or volunteers of Subrecipient; satisfy any qualifications herein; and be covered by personnel policies and practices of Subrecipient. No program funded under this Agreement may impair existing agreements for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- 3.4. Subrecipient will undertake the same obligations to the County, as the County does to HUD pursuant to the Renewal Grant. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.
- 3.5. As required by 24 CFR § 576.103, § 576.104, and § 576.106 the Subrecipient agrees to: (1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations; (2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program; (3) Assure the adequate provision of supportive services to the participants in the program; and (4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.
- 3.6. Subrecipient will comply with the coordinated entry standards established by the Continuum of Care ("CoC") and the requirements in 24 CFR § 576.400.
- 3.7. Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage, or contingent fee except a bona fide employee whose job duties include securing business.
- 3.8. Confidentiality. Subrecipient acknowledges that client and applicant files and information collected by Subrecipient are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities 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 of the minor. Subrecipient will strictly comply with the confidentiality requirements for records, data collection and service provisions in 24 CFR § 576.500 and the HMIS Policies and Protocols. Subrecipient will allow only persons properly authorized to have access to these files. Subrecipient will observe and abide by all State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. Lastly, Subrecipient certifies, by signing this Agreement, that it meets and will continue to meet the requirements in 24 CFR § 578.23(c)(4)(i) through (vi).
- 3.9. Subrecipient 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 Agreement.

3.10. Subrecipient will take all reasonable steps to minimize the displacement of persons as a result of the ESG-funded activities conducted pursuant to this Agreement and will comply with all requirements regarding relocation and displacement in 24 CFR § 576.408.

4. MONITORING AND EVALUATION.

- 4.1. County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
 - 4.1.1. Making adequate and acceptable progress in the provision of services;
 - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the scope and activities described in this agreement.
- 4.2. Subrecipient shall cooperate in the monitoring and evaluation process upon request by County and/or HUD. Subrecipient shall assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the ESG-funded activities on the community. If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

5. COMPENSATION AND PAYMENT.

- 5.1. County may pay Subrecipient up to \$250,000.00 (the Maximum Allocated Amount"). County will make all payments from the E-20-UW-04-0502 grant from the Department of Housing and Urban Development Program (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount for this Agreement. The Maximum Allocated Amount may be amended 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.
- 5.2. Subrecipient 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 April & July through December	15 calendar days from end of month
May	June 15
June	July 7

- 5.3. Subrecipient must submit each monthly request for reimbursement to County by the 15th working day of each month for the previous month of costs and services in **Exhibit A** and must reference this Agreement number. Each request may only be for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another federal, state, or local grant revenue source.
- 5.4. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each monthly request for reimbursement to insure proper internal financial controls.
- 5.5. Each request must include amount of actual expenditures; accrued expenditures, if applicable; program income, as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.

- 5.6. Each request must be accompanied by documentation which includes, but is not limited to:
 - 5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A.
 - 5.6.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 5.6.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
 - 5.6.4. Any other documentation requested by County.
- 5.7. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
 - 5.7.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
 - 5.7.2. 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.
- 5.8. If Subrecipient is required to provide matching funds under the terms of the Awarding Agency, Subrecipient must also provide the documentation described in paragraphs 5.3 through 5.7 for the matching funds.
- 5.9. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 5.10. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 5.11. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 5.2. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 5.12. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues.
- 5.13. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 15 working days after the end of the Term on invoices that meet the requirements in paragraphs 5.3 through 5.7.
 - 5.13.1. No Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
 - 5.13.2. Subrecipient has submitted all agency core documents detailed in **Exhibit B** attached hereto within the last 12 months prior to term start date;
 - 5.13.3. Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website;
 - 5.13.4. This Agreement is fully executed; and
 - 5.13.5. Adequate and accurate documentation is provided with each request for payment or

invoice.

- 5.14. The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line-item change on or before May 15th. The written request must contain a detailed explanation of the reasons the change is necessary, and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a budget line item change. If the Director of CWD or designee approves the request for the budget line-item change, the change will not be effective, nor will compensation under the change be provided, until the date in the written approval.
 - 5.15. Subrecipient must comply with all provisions of the Awarding Agency regarding rents and program participants' income. Resident rent must be calculated as provided by 24 CFR § 578.77. Rents collected from program participants are considered program income.
 - 5.16. Pursuant to 2 CFR § 2400.101, unless excepted under 24 CFR Chapters I through IX, the cost principles in 2 CFR Part 200, Subpart E will be used to determine whether an incurred cost will be reimbursed under this Agreement. Subrecipient must reimburse County for improper, unallowable, or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.
 - 5.17. For the period of record retention required under Section 24, County may question any payment made under this Section 5 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.
6. **PROGRAM INCOME.** County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, under the activities of this Agreement. In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must report to County all program income, as defined at 24 CFR § 578.97, generated and received as a result of activities carried out with the ESG funds provided pursuant to this Agreement. These reports are due quarterly. Subrecipient must return program income to County within 15 days of the end of each month, unless otherwise specified in Exhibit A.
 7. **INSURANCE.** Subrecipient 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 Subrecipient's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 7.1. **Insurance Coverages and Limits:**
 - 7.1.1. **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance
 - 7.1.2. **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-

owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

7.1.3. **Workers' Compensation (WC) and Employers' Liability:**

7.1.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

7.1.3.2. Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

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

7.2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three years following Agreement expiration, termination, or cancellation.

7.2.2. **Insurer Financial Ratings:** Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A- VII, unless otherwise approved by County.

7.2.3. **Additional Insured:** The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

7.2.4. **Waiver of Subrogation:** Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.

7.2.5. **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).

7.2.6. **Subcontractors:** Subrecipient 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, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

7.3. **Verification of Coverage:**

7.3.1. Insurer or Broker of Subrecipient 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:

7.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

- 7.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
- 7.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 7.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 7.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 7.3.4. Cancellation Notice: Subrecipient'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 30 days advance written notice to County of the policy cancellation, suspension, or material change. Subrecipient must provide written notice to County within two business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten days prior to cancellation of policy.
- 7.4. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8. INDEMNIFICATION.

- 8.1. To the fullest extent permitted by law, Subrecipient will defend, indemnify and hold harmless County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient'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 Subrecipient 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 Subrecipient from and against any and all claims. Subrecipient is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

9. LAWS AND REGULATIONS.

- 9.1. Compliance with Laws: Changes. Subrecipient 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.
- 9.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

- 9.3. 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.
- 9.4. Compliance with 24 CFR § 576. Subrecipient will comply with all of the requirements of the Emergency Solutions Grant regulations in 24 CFR Part 576.
- 9.5. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
 - 9.5.1. Political activities;
 - 9.5.2. Inherently religious activities;
 - 9.5.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);
 - 9.5.4. Political patronage; or
 - 9.5.5. Nepotism activities.
- 9.6. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the provisions of:
 - 9.6.1. 24 CFR Part 5; subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a);
 - 9.6.2. Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11371-11378);
 - 9.6.3. Section 3 of the HUD Act of 1968 as amended;
 - 9.6.4. Uniform Relocation Act and the requirements contained in 49 CFR Part 24;
 - 9.6.5. Environmental review under 24 CFR Part 58;
 - 9.6.6. Section 6002 of the Solid Waste Disposal Act;
 - 9.6.7. Federal Funding Accountability and Transparency Act of 2006, P.L.109-282, as amended by section 6202(a) of P.L. 110-252);
 - 9.6.8. Lead-Based Paint Poisoning Prevention Act (42. U.S.C. §§ 4821-4846);
 - 9.6.9. Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended;
 - 9.6.10. Title VI of the Civil Rights Act of 1964;
 - 9.6.11. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 9.6.12. Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*);
 - 9.6.13. 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;
 - 9.6.14. Debarment and Suspension (2 CFR Part 180 Subparts F through H, 2 CFR § 200.214, Executive Orders 12549 & 12689);
 - 9.6.15. Drug-Free Workplace (2 CFR Part 2429);
 - 9.6.16. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
 - 9.6.17. All rules and regulations applicable for the Acts listed above.
- 9.7. Cooperation. Subrecipient will fully cooperate with County, HUD, and any other federal agency in the review and determination of compliance with the above provisions.

- 9.8. Subrecipient shall ensure that units meet the suitable dwelling size in 24 CFR § 578.75(c).
- 9.9. For shelter or permanent housing funded under ESG, Subrecipient shall ensure it meets minimum standards for safety, sanitation, and privacy in emergency shelters under 24 CFR § 576.403.
- 9.10. Subrecipient shall comply with the lead-based paint requirements in 24 CFR Part 35, subparts A, B, H, J, K, M and R. As required in 24 CFR § 578.75(b)(1) and (2), Subrecipient shall inspect each unit prior to occupancy and at least annually thereafter. Subrecipient shall provide the Lead-Safe Certified Guide to the tenant that is located on-line through the U.S. Government Bookstore. Subrecipient shall retain inspection records as required in 24 CFR § 576.500(y) and make the records accessible pursuant to 24 CFR § 576.500(z). In addition, Subrecipient will ensure the landlord disclosure form is used when conducting lead inspections.
- 10. INDEPENDENT CONTRACTOR.** Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of County or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.
- 11. SUBCONTRACTOR.**
- 11.1. Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable federal, state, and county rules and regulations for obtaining subcontractor services. Subrecipient 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 Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11.2. Subrecipient must include the provision in Section 5 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.
- 12. ASSIGNMENT.** Subrecipient cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
- 13. NON-DISCRIMINATION.** Subrecipient 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. Subrecipient 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. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.

14. **AMERICANS WITH DISABILITIES ACT.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **AUTHORITY TO CONTRACT.** Subrecipient 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 Subrecipient or any third party by reason of such determination or by reason of this Agreement.
16. **FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.
17. **CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
18. **TERMINATION/SUSPENSION.**
 - 18.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
 - 18.2. With Cause: County or Subrecipient may terminate this Agreement at any time without advance notice and without further obligation if either party is in default of any provision of this Agreement.
 - 18.3. Insufficient Funds: Notwithstanding Paragraphs 18.1 and 18.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide 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 Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
 - 18.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
 - 18.5. Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

19. **NOTICE.** Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within 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. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Director
Pima County Community & Workforce Development
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

CEO
Compass Affordable Housing, Inc.
48 N. Tucson Blvd
Tucson, AZ 85716

20. **NON-EXCLUSIVE CONTRACT.** Subrecipient 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.
21. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response the 2020-2021 Community Planning Application including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation. These documents are incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient 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.
22. **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.
23. **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.
24. **BOOKS AND RECORDS.** Subrecipient must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County. Subrecipient must retain all records relating to this agreement at least five years after Subrecipient 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.
25. **AUDIT REQUIREMENTS.** Subrecipient will:
- 25.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 25.2. 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 County.
- 25.3. 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.

- 25.4. Ensure that all accounting records meet the requirements of the federal government, the state, and the County, and generally accepted accounting principles laws and regulations.
- 25.5. 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.
- 25.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 25, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 25.7. Pay all costs for any audit required or requested pursuant to this Section 25, 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 Subrecipient grant budget approved by County.
- 25.8. Comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies.", if Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140. Subrecipient will comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year.
- 25.9. Submit the required or requested audit(s) in a timely manner to:

Community & Workforce Development
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713
26. **COPYRIGHT.** Neither Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
27. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors with awards exceeding \$100,000 must file the required certification. Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier to tier up to the non-Federal award.
28. **MANDATORY DISCLOSURE.** Consistent with 2 CFR 200.113, applicants and recipients must disclose in a timely manner, in writing to the Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the OIG at the following addresses:

U.S. Department of Health and Human Services

Office of Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building Room 5527

Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

29. **MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE.** HUD is committed to supporting minority and women's small business growth and development. Please be reminded of the following Procurement Standards required for all CPD funded contract and subcontract activities as stated under 2 CFR §200.321.

Contracting with small and minority firms, women's business enterprises and labor surplus area firms.

(a) The grantee and subgrantee will take all necessary affirmative steps to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirements permit, that encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph (b)

For more information on required Procurement Standards and Procedures please refer to 2 CFR §200.321.

30. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMNT (§200.216).** Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

31. **WHISTLEBLOWER ACT.** Entity shall comply with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee and Subrecipients must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
32. **FALSE CLAIMS ACT (31 U.S.C. §§ 3729-3733).** The Subawardee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subawardee's actions pertaining to this contract. A Grant Assurance is a Claim. A grant assurance in an application for federal funds or a grant progress report is a "claim" under the False Claims Act since representations made in the progress report trigger the payment of grant funds.
33. **NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Subrecipient and any County employees, or between Subrecipient and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
34. **NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
35. **PROPERTY OF THE COUNTY.** Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may

not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

36. **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.
37. **COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement. Subrecipient's contact in this regard will be: Jenifer Darland, 520-724-7312, Jenifer.Darland@pima.gov and Yvette Gonzales, 520-724-7310, Yvette.Gonzales@pima.gov.
38. **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, HUD, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient'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 Subrecipient's performance and Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.
39. **PUBLIC INFORMATION.**
 - 39.1. **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 related to 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.
 - 39.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of the records described in paragraph 33.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. 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.
40. **ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.
41. **ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

42. FORCED LABOR OF ETHNIC UYGHURS. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

43. LEGAL ARIZONA WORKERS ACT COMPLIANCE.

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

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

43.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 36, is a material breach of this Agreement subjecting Subrecipient 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, Subrecipient 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 Subrecipient.

43.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 36 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."

44. ENTIRE AGREEMENT. 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. 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.

SIGNATURE PAGE TO FOLLOW

The parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors

Date


Authorized Officer Signature

Margaret Beeding, CEO
Printed Name and Title

11-7-22

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson

Print DCA Name

11/2/2022

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT



Department Representative

11.15.22

Date

EXHIBIT A - SCOPE OF WORK

1. PROGRAM OVERVIEW.

- 1.1. Case management and financial assistance will be used to obtain Rapid Rehousing ("RRH") for homeless families and individuals impacted by COVID 19.
- 1.2. Subrecipient will first serve individuals impacted by COVID 19. If no individuals are in need of housing from the emergency motel programs, Subrecipient will serve individuals meeting TPCB COVID 19 coordinated entry criteria.
- 1.3. Program participants must be homeless, as defined by the U.S. Department of Housing and Urban Development ("HUD"), at the time of referral for services and eligible to receive program services according to eligibility criteria defined by Federal Sponsoring Agency.

2. PROGRAM ACTIVITIES – SUBRECIPIENT.

- 2.1. Housing stability case management. Subrecipient will:
 - 2.1.1. Employ at least two FTE qualified case managers to provide services under this Agreement.
 - 2.1.2. Ensure that all case management activities are:
 - 2.1.2.1. Provided in accordance with 24 C.F.R. 576.105(2); and
 - 2.1.2.2. Comply with the Tucson Pima Collaboration to End Homelessness CoC Program Written Standards established by the CoC ("the written standards"). The written standards are attached hereto as **Attachment A-1** (19 pages).
 - 2.1.3. Ensure that each case manager performs the following duties:
 - 2.1.3.1. Within 24 hours of referral from the coordinated entry system, assess individual and household needs of the program participant.
 - 2.1.3.2. Determine eligibility for the program and document on file.
 - 2.1.3.3. Assist participant households to identify available rental units appropriate to the household size, needs, and potential income. Each household must be moved into appropriate housing within 30 days from the date of project entry.
 - 2.1.3.4. Assess chronic homelessness and/or Dedicated Plus eligibility, conduct verification, and upload documentation to the Homeless Management Information System within 45 days of project entry.
 - 2.1.3.5. Work with each program participant to develop the following:
 - 2.1.3.5.1. **Case plan.** The case plan must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency;
 - 2.1.3.5.2. **Housing plan.** The housing plan must map out a path to permanent housing stability; and
 - 2.1.3.5.3. A realistic household budget, that includes a savings plan, to ensure that the participant can maintain permanent housing after completing the program.
 - 2.1.3.5.4. Calculate participant rental contribution (resident rent) pursuant to the TPCB Written Standards and 24 CFR 578.7(9) and ensure participants pay monthly rent on time.
 - 2.1.3.5.5. Make a warm referral to Pima County Sullivan Jackson Employment Center for employment services.

- 2.1.3.5.6. Assess participant eligibility for SSI/SSDI benefits and provide SOAR services for all eligible households
- 2.1.3.6. Help arrange and coordinate access to necessary resources to support the goals and objectives of the program participant as identified in the case and housing plans and the budget.
- 2.1.3.7. Meet with each household, virtually or in person at the participant's residence, not less than twice per month to provide case management services, assess progress toward goals, and support achievement of case plan goals.
- 2.1.3.8. Enter program participant information into the Homeless Management Information System ("HMIS") within two business days of an activities' occurrence. Activities include but are not limited to: entry into the program, the date of entry into housing, and exit from the program.
- 2.1.3.9. Complete a Full Service Prioritization Decision Assistance Tool ("SPDAT") upon each participant's entry into housing and every 90 days thereafter until the program participant exists the program.
- 2.1.4. Reimburse Subrecipient's case managers for the following:
 - 2.1.4.1. Mileage, at approved county rate, for visiting and monitoring program participants; and
 - 2.1.4.2. Costs associated with accompanying program participants on public transportation.
- 2.2. Housing relocation and stabilization services. Subrecipient will assist each program participant in selecting RRH. RRH selected must be appropriate to the program participant's household size, needs, and potential earned income. Each household must be moved into appropriate housing within 30 days from the date of the assessment. Housing assistance activities will include, but are not limited to, the following:
 - 2.2.1. §576.106 Short-term and medium-term rental assistance. (a) General provisions. Subject to the general conditions under § 576.103 and § 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period.
 - 2.2.2. After housing is selected, inspecting 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. Subrecipient must ensure rental units have been mitigated for lead-based paint, as The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851– 4856).
 - 2.2.3. Ensuring that program participant enters into a lease agreement with the landlord. The initial term of the lease must be for at least one year and must be automatically renewable upon expiration, except on prior notice by either party, up to a maximum of 24 months, unless there is a waiver granted from COUNTY.
 - 2.2.4. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.
 - 2.2.5. Pursuant to the written standards established by the CoC pursuant to 24 C.F.R. §578.7(9), calculate each program participant's contribution to housing costs ("resident rent") and insure that participant pays rent monthly.
 - 2.2.6. Pay the portion of the rent, less the amount program participant must pay, directly to landlord. No rental assistance payments may be provided to the program participant or any member of the program participant's household.

2.2.7. Rental assistance paid under this agreement is limited to the period of performance for this agreement.

3. **CLIENT INCOME PROGRAM ACTIVITIES – COUNTY.** County will provide, or arrange for, education services, employment assistance and job training, and life skills training as determined necessary and appropriate for each participant.
4. **PROGRAM ACTIVITIES – SUBRECIPIENT and COUNTY.** The parties will meet at least once each month to:
 - 4.1. Review and evaluate each participant’s case plan and progress towards achieving the goals and outcomes;
 - 4.2. Coordinate resources being offered to each participant;
 - 4.3. Avoid duplication of service;
 - 4.4. Coordinate transfers for any enrolled household requiring additional housing support after September 30, 2023; and
 - 4.5. Provide information and referrals to other service providers.
5. **PROGRAM GOALS/PREDICTED OUTCOMES**
 - 5.1. Subrecipient will provide the RRH services set forth above to a minimum of **10 participants**. A homeless family is considered one participant.
 - 5.2. A minimum of 10 eligible households must be enrolled in program no later than December 1, 2022.
 - 5.3. Households enrolled in program after December 1, 2022 must be approved by Pima County.
 - 5.4. Program will maintain data quality above 96% in HMIS.
 - 5.5. Participants must have a case plan, a plan for Housing Stability and a realistic budget. Subrecipient will ensure the following outcomes:

Total participants served	Program Participant Achievement
100%	Accepted referrals from Coordinated Entry
50%	Participants will move into housing within 30 days of project start
92%	Will exit to program in permanent housing
60%	Will exit program with income

6. **BUDGET**

For services provided **October 1, 2022 through September 30, 2023**, Subrecipient will be paid in accordance to the following table:

BUDGET LINE ITEM	AMOUNT
Housing relocation and stabilization services	\$145,000.00
Housing stability case management	\$83,000.00
Administrative time and effort	\$12,500.00
Modified Total Direct Costs	\$95,500.00
Indirect costs	\$9,500.00
Total Program Budget	\$250,000.00

7. **Expenditure Benchmark.** Pima County is obligated to expend 100% of the ESG-CV funds by September 30, 2023. To that end, the Community & Workforce Development Department will review invoices monthly to track the pace of spending. If the Director of the Community & Workforce Development Department determines, at any time, that the spending rate is not trending at the pace that will allow Pima County to fully expend funds by September 30, 2023, the Director

may, on written notice to Subrecipient, reduce Subrecipient Housing Relocation and Stabilization Services budget commensurate by an amount the Director determines is necessary to allow the County to fully expend funds.

8. REPORTING. Subrecipient will:

- 8.1. Complete and submit an electronic Weekly Progress Report every Friday by noon using the report template included as **Attachment A-2**. The report must detail the progress of each program participant receiving housing and supportive services pursuant to this Agreement.
- 8.2. Complete and submit a Continuum of Care Annual Progress Report in HMIS for each fiscal year. The report must be submitted no later than July 15 of each year.

END OF EXHIBIT A

TUCSON PIMA COLLABORATION TO END HOMELESSNESS COC PROGRAM WRITTEN STANDARDS
Adopted April 28, 2015, Amended Jan. 26, 2016, June 28, 2016 and May 11, 2017; Dec. 18, 2018; Feb. 26, 2019;
June 26, 2019; August 27, 2019; January 12, 2021

Introduction & Purpose
Key Terms
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Supportive Housing Prioritization
Permanent Supportive Housing
Rapid Rehousing
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Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification)
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INTRODUCTION & PURPOSE

Tucson Pima Collaboration to End Homelessness (TPCH) has established written standards that encompass local community needs and follow guidelines set forth by the Department Housing and Urban Development (HUD) and comply with requirements established by law and HUD Notice. These written standards are developed to ensure people within this community who are experiencing homelessness are prioritized and provided with the most appropriate housing and services to meet their needs.

These written standards are reviewed and adjusted at least annually. Changes to priorities may supersede this notice if voted on by the TPCH Board of Directors (for example; a surge in prioritizing veterans). Further requirements are detailed in TPCH Policy and Procedure documents.

These written standards are developed in coordination with recipients of Emergency Solutions Grants program funds to achieve the following:

- Create and maintain a centralized or coordinated entry system that provides an initial, comprehensive assessment of the needs of families and individuals for housing and services
- Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive transitional housing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance.
- Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive permanent supportive housing assistance

KEY TERMS

Beds

A bed is each assigned spot in a housing program for a person; not literally a bed. If there are three people in a household, regardless of their sleeping arrangements, the household has three beds.

Client-Centered

Client-centered (or person-centered) services are designed and delivered based on the specific needs and wants of each family or individual as they perceive those needs and wants rather than as required or delivered by the service provider based on a schedule, program participation, or the providers' perception. A client-centered service delivery process involves mutual discussion and decision-making on what steps are needed for client stability and when and how to take those steps. For example, client-centered service could include, but not be limited to, determining a family's preferences and helping them find housing that is not just to their needs and liking, but also near a particular school.

Chronically Homeless

An individual or family is chronically homeless when the person or head of household (adult or minor) meets all three criteria established as the final rule for 24 CFR Parts 91 and 576 as amended December 4, 2015. The three criteria are that the person/family:

- Has a qualifying disability (a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability)
- Is literally homeless (at the time of eligibility assessment for a specific project opening)
- Has at least 12 months of homelessness from one of the below avenues:
 - The current episode of homeless has lasted at least the past 365 nights, including the night before assessment, without breaks in homelessness.
 - Having four episodes, or more, of homelessness within the past three years up to and including the date of assessment. These episodes, when added together, total 365 nights or more of literal homelessness. Also, each break in homelessness must have lasted at least seven (7) consecutive nights.
 - Both the cumulative nights and four or greater episodes criteria must be met. Fewer than four episodes in three years – even if homeless nights add up to 12 or more months – will not qualify the person/family as chronically homeless. Greater than four episodes in three years will not suffice if the total nights homeless are under 365.

Equal Access:

This community provides equal access to all programs and activities, regardless of (actual or perceived) sexual orientation, gender identity, marital status, race, color, national origin, religion, sex, familial status, disability, or any other protected class as identified by Federal or Local law.

This community houses people based on the gender they identify as, without requesting documentation to validate their report. This community recognizes the HUD Final Rule and all amendments published 2/3/2012, 9/21/16 and the Notice on Equal Access Regardless of Sexual Orientation, Gender Identity, or Marital Status for HUD's CPD Programs.

Gender Identity

This is defined as a person's concept of oneself as male, female, both or neither. Gender identity may or may not align with the "sex" or "gender" described on an individual's birth certificate or other identity documents.

Homeless

HUD classifies homelessness into categories, or levels, of homelessness. These include literally homeless, imminent risk of homelessness and chronically homeless and are detailed in the Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification) section of this document.

Unsheltered: People are considered homeless, and unsheltered, when they are living in places not meant for human habitation.

Sheltered: People are considered homeless, yet sheltered, when they are staying in places meant for human habitation, emergency shelters, transitional housing, or facing imminent homelessness.

Housing First

Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements. Rapid placement and stabilization in permanent housing are primary goals. Service participation is not required for continued tenancy. Projects that use a Housing First approach promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, yet offer assertive engagement in support and treatment options to the participants who are housed.

LGBTQ

This is an acronym for "lesbian, gay, bisexual, transgender or transsexual, questioning or queer." It is intended to emphasize a diversity of sexuality and gender identities, including identities that do not fall within the binary of "male" and "female," and may be used to refer to anyone who self-identifies as non-heterosexual.

Permanent Supportive Housing (PSH)

Permanent Supportive Housing is rental assistance with supportive services without a designated length of stay to assist homeless persons with a disability to live independently and achieve housing stability.

Rapid Rehousing (RRH)

Rapid Rehousing Assistance is client-centered housing relocation and stabilization services with short and/or long-term rental assistance. RRH helps an individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Safe Haven

A Safe Haven is a temporary supportive housing program that serves hard-to-reach literally homeless persons with severe mental illness who come primarily from the streets and have been unable or unwilling to participate in housing or supportive services. These facilities allow 24-hour residence for an unspecified duration, have private or semi-private accommodations, and provide access to needed, but not required, services in a low demand facility.

Severity of Service Needs

TPCH classifies service needs into four categories: Severe, High, Moderate and Low. Families and Individuals are classified via the SPDAT score indicates which level of service needs the individual or family will be classified as.

	VI SPDAT			Full SPDAT	
	Individuals	Youth	Families	Individuals/Youth	Families
Severe Service Needs	12-17	12-17	12-22	45-60	66-80
High Service Needs	8-11	8-11	9-11	35-44	54-65
Moderate Service Needs	4-7	4-7	4-8	20-34	27-53
Low Service Needs	0-3	0-3	0-3	0-19	0-26

An individual or family is considered to have a high severity of services needs when at least one of the following is true:

- i. History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; or
- ii. Significant health or behavioral health challenges or functional impairments which require a significant level of support in order to maintain permanent housing.
- iii. For youth and victims of domestic violence, there is a high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- iv. When applicable CoC Program-funded PSH may use alternate criteria used by state Medicaid departments to identify high-need, high-cost beneficiaries.

The determination is not to be based on a specific diagnosis or disability type. The determination will not be based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements. (See 24 CRF § 5.105 (a).)

Families and individuals with low service needs will not be served in CoC-funded projects.

SPDAT (Service Prioritization Decision Assistance Tool)

The SPDAT portfolio consists of evidence-based, standardized assessment tools that allow providers to effectively assess the severity of service needs for people experiencing homelessness. TPCH utilizes SPDAT scores for prioritization of families and individuals for housing resources. The Vulnerability Index (VI) SPDAT is utilized for pre-screening families, individuals, and youth. The Full SPDAT assessment also has versions for these populations. These SPDATs are more in-depth assessments and case management tools.

Transitional Housing (TH)

Transitional housing provides homeless families and individuals with the interim stability and support to successfully move to and maintain permanent housing. Homeless persons may live in transitional housing for up to 24 months and receive support services that help them live more independently.

TPCH

Tucson Pima Collaboration to End Homelessness (TPCH) is a coalition of community and faith-based organizations, government entities, businesses, and individuals committed to the mission of ending homelessness, advocating for and addressing the issues related to homelessness in our community, and acting as the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) for the geographic area of Tucson and Pima County, Arizona.

Victim Service Provider

A victim service provider is an organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, stalking or human trafficking.

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GENERAL POLICIES

Family Admission and Non-Separation
Ensuring Educational Rights
Persons Fleeing Domestic Violence
Persons Identifying as LGBTQ
Housing First

Family Admission and Non-Separation

Consistent with the CoC Program Interim Rule 578.93, neither CoC nor ESG program-funded grant recipients and subrecipients may involuntarily separate families. The age and gender of a child under age 18 will not be used as a basis for denying any family's admission to a project that receives CoC or ESG funds. The gender, sexual orientation and/or marital status of a parent or parents will also not be used as a basis for denying any family's admission to a project that receives CoC or ESG funds.

The CoC will work closely with providers to ensure that placement efforts are coordinated to avoid involuntary family separation, including referring clients for the most appropriate services and housing to match their needs. Any client who believes that they or a family member has experienced involuntary separation may report the issue to the CoC through www.tpch.net and "Contact TPCH". The CoC will investigate the claim and take appropriate remedial action.

Ensuring Educational Rights

Consistent with the CoC Program Interim Rule 578.23 and 578.93 (e), all CoC and ESG program funded recipients and subrecipients assisting families with children or unaccompanied youth must:

1. Take into account the educational needs of children when placing families in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education.
2. Inform families with children and unaccompanied youth of their educational rights, including providing written materials, provide linkage to McKinney Vento Liaisons (including assistance with enrollment if needed) as part of intake procedures.
3. Not require children and unaccompanied youth to enroll in a new school as a condition of receiving services.
4. Allow parents or the youth (if unaccompanied) to make decisions about school placement.
5. Not require children and unaccompanied youth to attend after-school or educational programs that would replace/interfere with regular day school or prohibit them from staying enrolled in their original school.
6. Post notices of educational rights at each program site that serves homeless children and families in appropriate languages.
7. Designate a staff member who will be responsible for:
 - a. ensuring that homeless children and youth in their programs are in school and are receiving all educational services to which they are entitled.
 - b. coordinating with the local McKinney Vento Educational Coordinator and Liaison, the appropriate school district, the CoC, and other mainstream providers as needed.
 - c. facilitating unaccompanied youth who have not obtained a high school diploma or certificate of General Educational Development (GED) to obtain such a credential and ensuring that unaccompanied youth are connected to appropriate services in the community.

Clients who believe that their educational rights have not been observed may report the issue to the CoC through www.tpch.net and "Contact TPCH".

Persons Fleeing Domestic Violence

Consistent with the CoC Program Interim Rule 24 CFR Part 578.5 (8), all CoC program funding recipients and subrecipients will provide safe, confidential and equal access to TPCH's "no wrong door" coordinated entry process and referrals to either domestic violence service providers or CoC or ESG funded project recipients and subrecipients for families and individuals

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who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking regardless of whether or not they consent to share their data through the HMIS.

The CoC will work closely with ESG and domestic violence service providers to ensure that any individual or family fleeing as described above will have the opportunity through coordinated entry and in accordance with the CoC's Coordinated Entry Policies and Procedures to be safely, confidentially and immediately transferred to a domestic violence services provider, if desired. While domestic violence service providers do not participate in the TPCH HMIS, these providers are encouraged to obtain from their clients consent for confidential staffing (using de-identified data) and referral to housing and services from other providers through the coordinated entry as desired and needed by clients. If individuals or families fleeing domestic violence do not desire such a transfer, they may be assessed and/or undergo intake through the normal coordinated entry system.

All CoC grant recipients and subrecipients within the CoC geographic area will make all efforts to: protect the privacy and safety of domestic violence survivor; uphold client choice by presenting a range of housing and service options; and ensure that housing, once established, is not endangered because of reports of domestic violence or re-victimization. TPCH will offer staff training on dealing with those fleeing domestic violence and/or trauma informed care no less than annually. In compliance with under §578.51 (c)(3), any program participants who have complied with all program requirements during their residence and who have been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence), if they remain in the assisted unit, and are able to document the violence and basis for their belief, may retain the rental assistance and may move to a different CoC geographic area if they move out of the assisted unit to protect their health and safety and the CoC to which they are moving did not participate in the decision to move.

For each program participant who elects to move to a different CoC due to imminent threat of further violence under §578.51 (c) (3), the CoC project in which they participated must retain:

1. Documentation of the original incidence of violence.
2. Documentation of the reasonable belief of imminent threat of further violence. This would include threats from a third party, such as a friend or family member of the perpetrator of the violence.

In either case, the documentation may be the housing or service provider's written observation; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider or other professional from whom the victim has sought assistance; medical or dental records; court or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

Persons Identifying as LGBTQ

Consistent with the CoC Program Interim Rule 578.93 (a), final rule 77 FR 21 5662 and CPD-15-02, all CoC recipients and subrecipients will make available their housing and services to families and individuals without regard to actual or perceived sexual orientation, gender identity (whether actual or perceived gender-related characteristics), or marital status. In addition, CoC and ESG program funded recipients and subrecipients will:

1. Recognize that biological sex as reported at birth may not correspond to an individual's gender identity, ask about gender identity or sexual orientation to determine eligibility if the facility to which the individual client seeks admission has shared sleeping areas or bathrooms, or to determine the number of bedrooms to which a household may be entitled.
2. Provide access to shelter and housing programs based on a person's self-identified gender, taking health and safety, and non-binary gender identity concerns into consideration.
3. Neither request documentation of a person's sex, anatomy or medical history in order to determine appropriate placement nor deny access to a single-sex emergency shelter or facility solely because the individual's identity documents indicate a sex different than the gender with which the client or potential client identifies or because his or her appearance or behavior does not conform to gender stereotypes; nor consider a person ineligible for any facility

based on the factors outlined above.

4. Maintain the confidentiality of any individual's disclosure regarding their sexual orientation or gender identity; notify persons who identify as LGBTQ when and to whom that identification may be shared during referrals; and, during intake, inquire about a client's preference regarding the disclosure or non-disclosure to some or all staff of their stated orientation and/or gender identity, and then abide by that preference.
5. Neither isolate nor segregate a client based on gender identity unless by that client's request or for that client's safety. HUD assumes that a provider will not make an assignment or re-assignment based on complaints of another person when the sole stated basis of the complaint is a client or potential client's non-conformance with gender stereotypes.
6. Take reasonable steps to address any concerns expressed by a client or observed by a provider regarding safety or privacy. Whenever physically possible, providers will ensure that toilet stalls have doors and locks and that separate shower stalls are available. When these physical amenities are not available, providers will work with individuals (to the extent possible within the physical layout of their facility) to provide accommodations such as: addition of a privacy partition or curtain; use of a nearby private restroom or office; or a separate changing schedule.
7. Ensure that all recipient and subrecipient staff members and contractors who interact directly with potential and current clients are aware of these rules and guidelines through at least annual training, and take prompt corrective action to address noncompliance as reported through www.tpch.net and "Contact TPCH".

Housing First

These Written Standards establish that all Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH) Projects adopt the Housing First model.

Housing First is an approach to quickly and successfully connect families and individuals to permanent housing. Housing First programs do not create barriers to entry such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness.

Housing First considers all participants as "housing ready" vs only those participants that have completed treatment or achieved sobriety. There are no programmatic prerequisites to program entry such as minimum income, sobriety or treatment requirements. Programs fill their vacancies with households selected through the Coordinated Entry process.

All attempts are made to streamline the move-in process by aiding households with the eligibility process and by obtaining documents per the HUD regulations, which provide a grace period for obtaining chronic homeless documentation when it cannot be obtained at the time of housing offer or move-in. (See Timelines for Obtaining Documentation of Chronic Homelessness) This community's Housing First programs do not require chronic homeless documentation prior to program entry.

Housing First programs recognize tenant rights, responsibilities, and legal protections. Programs educate participants on these topics such as lease terms and Fair Housing. Program managers abide by these laws; projects respect tenant rights while providing services.

Housing First programs seek to maintain housing for participants through practices that provide services to build skills and seek leniency whenever possible. For example, the program will offer budgeting classes and seek a payment plan instead of seeking eviction for a participant failing to pay his or her rent.

Supportive services support recovery while respecting client choice. Participants are not forced into treatment but are continually offered a wide array of services and supports understanding that participants may decline them. There are no penalties for declining services within Housing first programs.

PERFORMANCE STANDARDS

TPCH requires that CoC Grant Recipients meet the following benchmarks for grants and financial management that communities must reach to meet this Standard of Recipient Performance. (Per 24 CFR 578 and the FY2015 NOFA). TPCH requires that all projects:

1. Partner with established integrated health care relationships to ensure coverage for all participants.
2. Partner with employment resources to ensure participants have access to job training and development resources as needed.
3. Work closely with participants to access all mainstream benefits for which they are eligible.
4. Submit Annual Performance Reports by the deadline.
5. Avoid or resolve HUD monitoring findings, or OIG Audits, if applicable.
6. Maintain quarterly drawdowns.
7. Fully expend awarded funds.
8. Maintain full and high-quality participation in the TPCH HMIS.
9. Maintain full and high-quality participation in the TPCH Coordinated Entry system.

TPCH further requires that all CoC Grant Recipients meet the following standards according to the type of project being administered.

PERFORMANCE STANDARDS FOR SAFE HAVEN PROJECTS

Measure	High-Performing	Performing	Low-Performing
Housing First Approach	100%	100%	< 100%
Grant Expenditure	100%	≥ 90%	≤ 89%
Bed Utilization Rate	≥ 95%	79-94%	≤ 78%
Residential Stayers with Income (High performance at 80% of PSH standard)	≥ 40%	31-39%	≤ 30%
Residential Stayers with Increased Income (High performance at 70% of PSH standard)	≥ 35%	26-31%	≤ 25%
Residential Stayers with Non-Cash Benefits	≥ 75%	51-74%	≤ 50%
Residential Leavers with Income (Matches PSH standard)	≥ 40%	21-39%	≤ 20%
Residential Leavers with Increased Income (High Performance at ~10% less than High Performance for Residential Leavers with Income)	≥ 35%	21-34%	≤ 20%
Residential Leavers with Non-Cash Benefits (Matches PSH standard)	≥ 50%	41-49%	≤ 40%
Residential Exits to Permanent Housing (High Performance at 90% of PSH standard)	≥ 86%	80-85%	≤ 79%
All Stayers with Income	≥ 25%	21-24%	≤ 20%
All Stayers with Increased Income	≥ 25%	21-24%	≤ 20%
All Stayers with Non-Cash Benefits	≥ 50%	30-49%	≤ 29%
All Leavers with Income	≥ 25%	21-24%	≤ 20%
All Leavers with Increased Income	≥ 25%	21-24%	≤ 20%
All Leavers with Non-Cash Benefits	≥ 50%	30-49%	≤ 29%
All Exits to Permanent Housing (Matches ESG Street Outreach standard)	≥ 65%	35-64%	≤ 34%

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PERFORMANCE STANDARDS FOR TH, TH-RRH, AND RRH PROJECTS

Measure	High-Performing	Performing	Low-Performing
Housing First Approach	100%	100%	< 100%
Accepted Referrals from Coordinated Entry	100%	90-99%	≤ 89%
Grant Expenditure	100%	≥ 90%	≤ 89%
Bed Utilization Rate	100%	≥ 90%	≤ 89%
Leavers with Income	≥ 75%	51-74%	≤ 50%
Leavers who Increased Income	≥ 50%	21-49%	≤ 20%
Exits to PH	≥ 98%	91-95%	≤ 90%
Data Quality	≥ 96%	95-90%	≤ 89%

PERFORMANCE STANDARDS FOR PSH PROJECTS

Measure	High-Performing	Performing	Low-Performing
Housing First Approach	100%	100%	< 100%
Coordinated Entry Participation	100%	99-90%	≤ 89%
Grant Expenditure	100%	99-90%	≤ 89%
Bed Utilization Rate	≥ 95%	94 - 79%	≤ 78%
Meeting contract goals	100%	99-95%	≤ 94%
Stayers with income	≥ 50%	49 - 41%	≤ 40%
Stayers who Increased Income	≥ 50%	49 - 41%	≤ 40%
Stayers with non-cash benefits	≥ 75%	74% - 51%	≤ 50%
Leavers with Income	≥ 40%	39 - 21%	≤ 20%
Leavers who Increased Income	≥ 40%	39 - 21%	≤ 20%
Leavers with non-cash benefits	≥ 50%	49 - 41%	≤ 40%
Exits to PH	≥ 96%	95 - 91%	≤ 90%

PRIORITIZATION FOR HUD-VASH HOUSING

1. Chronically homeless Veterans will be given the highest priority for admission.
2. Admission decisions are to be prioritized by highest need for HUD-VASH, BASED ON Veteran's acuity per clinical judgment and resources availability.
3. Where there are no chronically homeless Veterans, admissions to HUD-VASH will use the HUD Notice CPD-16-11, *Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing*, in the following order of priority:
 - a) **First Priority.** Homeless persons with a disability with long periods of episodic homelessness and severe service needs.
 - b) **Second Priority.** Homeless persons with a disability with severe service needs.
 - c) **Third Priority.** Homeless persons with a disability coming from places not meant for human habitation, safe havens, or emergency shelters without severe service needs.
 - d) **Fourth Priority.** Homeless persons with a disability coming from transitional housing.
 - e) **VA Priority Populations.** Homeless Veterans who do not meet criteria for chronic homelessness or the priority groups

above may be prioritized for VA-funded Permanent Supportive Housing (PSH) if they demonstrate a need for ongoing case management based on clinical assessment. Additional priority populations include, but are not limited, to the following Veterans: women, those with children, those who served in Operation Enduring Freedom/Operation Iraqi Freedom/Operation New Dawn (OEF/OIF/OND), aging Veterans, those with a debilitating clinical condition that does not meet formal disability criteria, and those with an extensive homeless history that does meet other criteria above.

4. If there are no available case management openings or vouchers, the Veteran will be placed on a HUD-VASH Interest List. The Veteran will be provided with information about HUD-VASH, and when appropriate, the HUD-VASH case management team will invite the Veteran to participate in any existing HUD-VASH pre-admission groups, as available. However, Veterans in this category must be referred to other VA and community resources to address their current needs. HUD-VASH staff must document the referral, in CPRS, and note that the reason for denial was a lack of an available voucher or case management openings. Denials for lack of an available voucher should be recorded as such in HUD-VASH Homeless Operations Management and Evaluation System (HOMES) as well.
 - a) Veterans who are placed on a HUD-VASH Interest List must be reassessed, by HUD-VASH program Coordinator, or his/her designee, when a voucher becomes available so that the Veteran most in need is admitted to the program.
 - b) Veterans on the HUD-VASH Interest List must have a warm handoff to other VA and/or community programs that can assist with ongoing clinical and housing needs

SUPPORTIVE HOUSING PRIORITIZATION

TPCH uses a dynamic prioritization approach in which the most vulnerable households are prioritized for all available housing options regardless of whether the individuals might be better-served in the future by a type of program not presently available to them. This approach is designed to ensure that high-acuity individuals and families are provided with some level of immediate support, rather than left to wait on a list for a higher-intensity intervention that will likely become available for only a very small percentage of individuals in any given year.

TPCH has established two prioritization models as follows:

- Prioritization of individuals and families for projects not designated for youth
- Prioritization of individuals and families for projects designated for youth

Prioritization of Individuals and Families for Projects Not Designated for Youth

Households are prioritized for supportive housing including transitional housing, rapid rehousing, and permanent supportive housing using the following prioritization factors:

- Chronic homeless status/Dedicated Plus eligibility
- Domestic Violence
- Severity of service needs as indicated by VI-SPDAT score of 12 or above
- Risk of severe medical complication associated with COVID-19 as defined by U.S. Centers for Disease Control and Prevention
 - Age 50 or over
 - One or more pregnant person(s) and/or child under the age of 18 in household
 - Currently or previously tested positive for COVID-19
 - Current diagnosis of chronic health condition:
 - Cancer
 - Chronic kidney disease

- Chronic obstructive pulmonary disease (COPD)
- Immunocompromised stated resulting from solid organ transplant
- Obesity (body mass index of 30 or higher)
- Serious heart condition defined as heart failure, coronary artery disease, or cardiomyopathies
- Sickle cell disease
- Type 2 diabetes mellitus

The following represents the uniform process to be used across the community to assess persons, refer them to an intervention, and within each category, prioritize offers of housing.

To house individuals and families, the prioritization will first be filtered into three priority pools.

1. **Top Priority:** The Top Priority Pool shall consist of households experiencing chronic homelessness and/or fleeing domestic violence, and who meet one or more additional supportive housing prioritization factors as defined above.

Referrals from the top priority pool will be ordered based on the number of priority factors met such that households with the highest number of priority factors met will be referred first.

If multiple households meet the same number of priority factors, referrals of those households will be ordered based on the VI-SPDAT score such that households with the highest assessment score are referred first.

In the event that multiple households within this group have the same VI-SPDAT score, the following factors will be used as tie-breakers. Such households will continue through each tie breaker consecutively until the tie is broken.

Tie-Breaker 1: Greatest number of days homeless during the current episode of homelessness as recorded in the HMIS (length of time homeless).

Tie-Breaker 2: Greatest number of days since date of project entry into TPCH Coordinated Entry system for housing assistance (referral date).

2. **Second Priority:** The second priority pool shall consist of all households not included in the top priority pool which meet one or more supportive housing priority factors as defined above.

Referrals from the second priority pool will be made only if there are no households awaiting referral from the top priority pool. Referrals from the second priority pool will be made using the same prioritization methodology described for the top priority pool.

3. **Third Priority:** The third priority pool shall consist of households experiencing homelessness which do not meet any of the supportive housing priority factors as defined above.

Referrals from the third priority pool will be made only if there are no households awaiting referral from the top or second priority pools. Referrals from the third priority pool will be ordered based on VI-SPDAT score such that the household with the highest score is referred first.

In the event that multiple households within this group have the same VI-SPDAT score, the following factors will be used as tie-breakers. Such households will continue through each tie breaker consecutively until the tie is broken.

Tie-Breaker 1: Greatest number of days homeless during the current episode of homelessness as recorded in the HMIS (length of time homeless).

Tie-Breaker 2: Greatest number of days since date of project entry into TPCH Coordinated Entry system for housing assistance (referral date).

Prioritization of Individuals and Families for Projects Designated for Youth

Youth households are prioritized for supportive housing projects designated for youth including transitional housing, rapid rehousing, and permanent supportive housing designated for youth ages 24 and younger using factors that account for the unique circumstances of young adults experiencing homelessness. These prioritization factors are used for two subsets of youth households:

- Unaccompanied youth ages 17+9 months to 24 years
- Parenting youth households in which no member of the household is age 25 or older

Such households are prioritized for supportive housing including transitional housing, rapid rehousing, and permanent supportive housing using the following prioritization factors:

1. History of exploitation/victimization as indicated on the TAY-VI-SPDAT or F-VI-SPDAT.
2. Co-morbidity defined as the presence of two or more of the following as indicated on the TAY-VI-SPDAT or F-VI-SPDAT.
 - o Chronic health issue
 - o Mental health/substance abuse disorder
 - o Disability
3. Risk of severe medical complication associated with COVID-19 as defined by U.S. Centers for Disease Control and Prevention
 - o Age 50 or over
 - o One or more pregnant person and/or child in household
 - o Currently or previously tested positive for COVID-19
 - o Current diagnosis of chronic health condition:
 - Cancer
 - Chronic kidney disease
 - Chronic obstructive pulmonary disease (COPD)
 - Immunocompromised stated resulting from solid organ transplant
 - Obesity (body mass index of 30 or higher)
 - Serious heart condition defined as heart failure, coronary artery disease, or cardiomyopathies
 - Sickle cell disease
 - Type 2 diabetes mellitus
4. Recent discharge from jail, child welfare, or juvenile detention, or other institutions within the past 90 days or pending discharge from these institutions within 90 days of assessment
5. Recent discharge from homelessness assistance program for minors or homeless assistance program for family households in which the youth cannot remain within the past 90 days or pending discharge from these programs within 90 days of assessment.
6. Safety and stability of current sleeping location
7. Length of time homeless
8. Disability
9. Severity of service needs (as indicated by TAY-VI-SPDAT or F-VI-SPDAT)
10. Client choice
11. Specialized services offered by supportive housing project (project specialization)

The following represents the uniform process to be used across the community to assess persons, refer them to an intervention, and within each category, prioritize offers of housing.

Priority Pool	Prioritization Process & Associated Factors
Pool 1: Youth Coordinated Entry List	<p>Pool 1 is comprised of all households on the Youth By Name List in which the youth members of the household are between the ages of 17+9 months and 24.</p> <p>Households in Pool 1 are subdivided into two groups by the HMIS Lead:</p> <ul style="list-style-type: none"> • Households prioritized for supportive housing assistance as defined in Priority Pool 2 below. • Households not prioritized for supportive housing assistance. Such households may be referred to Navigation and/or Diversion services during Youth Case Conferencing based on service capacity and household needs. <p>Households not prioritized for supportive housing assistance may be referred to supportive housing if there are no known households in Pools 2, 3, 4, or 5. Such households shall be prioritized such that households with contact with street outreach, emergency shelter, and/or Coordinated Entry projects in the past 90 days are referred first. Referrals from within this pool will be ordered such that households with the highest TAY-VI-SPDAT or F-VI-SPDAT score are referred. In the event that multiple households within this pool have the same VI-SPDAT score, referrals will be ordered such that households with the greatest number of documented days homeless during the current episode of homelessness are referred first. In the event that there are no households with documented contact in the past 90 days, referrals of households outside of this pool will be prioritized using the same prioritization process as those with contact in the past 90 days.</p>
Pool 2: Supportive Housing Priority Pool	<p>Pool 2 is comprised of all households in Pool 1 which meet Supportive Housing Prioritization Factors 1-5 as defined in the previous section.</p> <p>Households in Pool 2 are subdivided into two groups by the HMIS Lead:</p> <ul style="list-style-type: none"> • Prioritized households with recent engagement as defined in Priority Pool 3 below. • Prioritized households without recent engagement. Prioritized households without recent engagement will be added to the TPCH Youth Outreach List for continued engagement and/or to document change in housing status, if applicable. <p>Prioritized households without recent engagement may be referred to supportive housing if there are no known households in Pools 3, 4, or 5 and will be prioritized by TAY VI-SPDAT or F VI-SPDAT score. In the event that multiple households have the same VI-SPDAT score, referrals will be ordered such that households with the greatest number of documented days homeless during the current episode of homelessness are referred first.</p>
Pool 3: Prioritized Households with Recent Engagement	<p>Pool 3 is comprised of all households in Pool 2 which have had contact with shelter, supportive service, and/or Coordinated Entry projects documented in the HMIS within the past 30 days.</p>

	<p>Households in Priority Pool 3 will be forwarded to Youth Case Conferencing by the HMIS Lead using the case conferencing worksheet established by the HMIS Lead and Youth Homelessness Demonstration Project Coordinated Entry Action Team.</p> <p>Youth Case Conferencing participants, in collaboration with the HMIS Lead, will subdivide Pool 3 into two groups:</p> <ul style="list-style-type: none"> • Households known or believed to be document ready as defined in Priority Pool 4 below. • Households known to lack documents or for which document status is unknown. Such households will be referred to Navigation services during Youth Case Conferencing in order to obtain identity documents and will be added to the Supportive Housing Match List (Pool 5).
Pool 4: Prioritized and Document Ready Households	<p>Priority Pool 4 is comprised of all households in Priority Pool 3 which are documented or known to have the following identity documents needed for project eligibility and leasing:</p> <ul style="list-style-type: none"> • State ID or Driver's License • Income Documents (if applicable) • Social Security card/Immigration documents (if applicable) • Birth certificate • Disability documentation (if applicable) • Evidence of length of time homeless (if household meets chronic homelessness and/or Dedicated Plus eligibility requirements) <p>Households in Priority Pool 4 will be added to the Supportive Housing Match List (Pool 5) for supportive housing referral.</p>
Pool 5: Supportive Housing Match List	<p>Pool 5 is comprised of all households in Priority Pool 3. Referral of households to supportive housing projects from Pool 5 will be directed by Youth Case Conferencing participants using the Supportive Prioritization Factors 6-11 defined above. Priority may be given to households in Pool 4 based on the documentation requirements of the supportive housing project(s) to which referrals are being made.</p>

PERMANENT SUPPORTIVE HOUSING

Community Priorities

Priorities for those who will receive assistance with Permanent Supportive Housing programs.

- Beds dedicated and prioritized to serve families and individuals facing chronic homelessness
- Beds that are not dedicated or prioritized to serve families and individuals facing chronic homelessness

Documentation and Move-In Requirements

- Timelines for obtaining documentation of Chronic Homelessness
- Timelines for accessing housing

Community Priorities

When housing members of the community, this community prioritizes families and individuals with severe service needs who have experienced two or more years of homelessness. This community follows guidelines set forth in (Notice: CPD-16-11), Case

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conferencing will be used to further ensure appropriate matching, client choice, and navigation into housing and associated support services offerings.

Due diligence should be exercised when conducting outreach and assessment to ensure that persons are served in the order of priority in these standards, and as adopted by the CoC. HUD recognizes that some persons – particularly those living on the streets or in places not meant for human habitation – might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant where there are persons who meet a higher priority within the CoC and who have not yet accepted the PSH opportunities offered to them. Street outreach providers should continue to make attempts with those persons using a Housing First approach to place as few conditions on a person's housing as possible.

Service needs, defined in detail in the key terms section of this document, are categorized as Severe, High, Moderate, and Low as measured by use of the tools in the SFDAT portfolio.

Beds Classified as Dedicated or Prioritized for Chronically Homeless (CH)

See the key terms section for the definition of Chronic Homelessness.

TPCH seeks to end chronic homelessness. Certain CoC-funded beds have been dedicated or prioritized to serve families and individuals experiencing chronic homelessness. Only persons experiencing chronic homelessness (CH) will be served in CH- dedicated or CH-prioritized beds until all people facing chronic homelessness within our geographic boundaries have been offered housing. Families and individuals with moderate and low service needs are not currently served with these beds.

If an individual or household is referred to a bed designated or prioritized for CH but the individual or households meets the Dedicated Plus definition, that household may be served by the project if it has a vacant bed designated as Dedicated Plus or will be re-referred by the HMIS Lead to the next Dedicated Plus vacancy in the CoC.

Timelines for Obtaining Documentation of Chronic Homelessness

Verification of homeless status and disability are required per HUD. Details on what types of homeless verification are provided in this document under Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification).

Obtaining verification of disability and chronic homeless status shall not be a barrier to entering housing. When projects are verifying chronic homeless status, TPCH allows projects to require no more than the minimum HUD-required documentation prior to move-in. This includes a review of homelessness with the household to ascertain whether the household qualifies and a primary or secondary source of disability verification. Once the program has enough information from the participant to believe the participant qualifies, s/he should be allowed to move forward with program entry.

The secondary source of disability documentation (social security award letter, handicap parking placard, or written intake worker's notation of a visible disability) allows the program to take up to 45 days to obtain direct third-party disability verification.

Projects are given up to 180 days to obtain written verification of chronic homeless status.

Timelines for Accessing Housing

Programs must make every effort to house participants quickly. Additional barriers may not be imposed, and client-centered assistance must be provided to enable participants a quick turnaround from eligibility determination to move-in.

RAPID REHOUSING PROGRAMS

Introduction

Rapid rehousing assistance helps families and individuals who are experiencing homelessness to move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services. Rapid rehousing rental assistance is available for a maximum of 24 months within a three-year period, which may not be consecutive. Participants may maintain their housing units once the rental assistance has ended by paying full rent to the property. Rapid rehousing uses Fair Market Rates (FMR) established annually by HUD <http://www.huduser.org/portal/datasets/fmr.html> which includes utility allowances.

Average length of Rapid Rehousing assistance

While each RRH participant is encouraged to reach rent independence as soon as practical, TPCB recognizes that RRH participants may require time for completing education and/or job training, job search, and other endeavors that contribute to housing stability. Clients are generally expected to assume 100% of their rent after 8 months of assistance with the exception of youth ages 18-24 which are generally expected to assume 100% of their rent after 12 months of assistance.

Priorities for which families and individuals will receive Rapid Rehousing assistance

Rapid Rehousing programs will use SPDAT tools (through the HMIS per Coordinated Entry) to determine and prioritize who will receive RRH assistance. Households with moderate or severe service needs will be offered rapid rehousing assistance. Families and individuals with low service needs are not currently served with these beds.

Participants must meet the HUD definition of homelessness for Categories 1, 2, or 4. Households must lack sufficient resources and support networks to sustain stability in permanent housing. Rapid Rehousing will be offered on a Housing First basis and re-house households in less than 30 days. Rapid Rehousing utilizes the Transition-In-Place model which allows program participants to retain the unit when the rental assistance and supportive services end.

Standards for determining what percentage or amount of rent each program participant must pay while receiving Rapid Rehousing assistance

The percentage of income each household will pay will increase over time. (NOTE: participants without income will not pay rent; x% of 0 = 0). The rent the participant pays shall not exceed the rental costs on the unit; programs will not profit from participant contributions. Annual earnings are divided by 12 months to calculate a monthly earning amount.

The rent schedule is as follows:

Participants in short-term rental assistance (1-3 months in duration) may pay up to 10% of their income for rent and utilities.

Participants in medium-term rental assistance (4-8 months) may pay up to 25% of their income for rent and utilities.

Participants in long term rental assistance (months 9-24) may pay up to 50% of their income for rent and utilities.

At no point shall the rent collected from the household exceed the lease rent on the property.

Standards regarding utility assistance

If utilities are not included in a project participant's rent, the agency administering the project grant will pay the utilities up to the amount of the participant's utility allowance, which shall not exceed FMR. If the cost of such utilities exceeds the amount of the utility allowance, the project or project participant must pay the excess amount from other sources.

Standards for case management with Rapid Rehousing Assistance.

All agencies are expected to assist their RRH project participants in accessing or increasing income and to obtain or maintain mainstream benefits (e.g. health insurance, nutritional assistance, child care) to which they may be entitled. All agencies also are expected to progressively engage their clients in case management and all other services (e.g. education, job training, job development, budgeting) that they may need to attain and maintain housing stability. Agencies may neither require participation in services either to obtain or maintain housing nor may they exit a project participant from housing for non-participation in services.

Projects are expected to identify clients among their participants who may be Chronically Homeless and to verify length of time

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homeless and disabling conditions to facilitate potential transfers.

TRANSITIONAL HOUSING

Introduction

Transitional Housing (TH) facilitates the movement of homeless families and individuals to permanent housing within 24 months of entering Transitional Housing.

Community Priorities

Transitional Housing programs will use SPDAT tools (through the HMIS per Coordinated Entry) to determine and prioritize who will receive assistance. Households with moderate service needs will be offered assistance; priority going to households who are less likely to be able to secure a lease in their own name. Families and individuals with low service needs are not served with these CoC-funded beds.

Eligibility

Participants must meet the HUD definition of homelessness Categories 1, 2 or 4.

Documentation Protocol

Documentation to verify homeless status must be obtained per the Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification) section of this document.

Projects are expected to identify clients among their participants who may be Chronically Homeless and to verify length of time homeless and disabling conditions to facilitate potential transfers.

EVALUATING & DOCUMENTING ELIGIBILITY

HUD further defines homelessness into various categories. This section contains the category definitions and documentation requirements for each level of homelessness. Procedures for evaluating and documenting eligibility are unique to each category of homelessness. HUD has two levels of documentation; Level 2 is only acceptable if level 1 documentation cannot be obtained.

Literally Homeless (also referred to as Category 1)

An individual or family sleeping in an emergency shelter or a Safe Haven (Sonora House), sleeping in a place not meant for human habitation, (staying in someone else's residence does **not** meet the requirements for literal homeless), or exiting an institution where s/he has resided for 90 days or less and was at one of the above places immediately before entering the institution.

Level 1 Options:

- Written observation by the outreach worker
- Written referral by another housing or service provider

Level 2 Options (to be obtained when none of the above are available)

- Certification by the individual or head of household seeking assistance stating that s/he was living on the streets or in shelter PLUS documentation outlining efforts to obtain both level 1 forms of documentation.

For individuals exiting an institution obtain one of the forms of evidence above for where the person slept prior to entering the institution and one of the following regarding the institution stay:

- Discharge paperwork or written/oral referral

- Written record of intake worker's due diligence to obtain the evidence and certification by individual that they exited institution

At Imminent Risk of Homelessness (also referred to as Category 2)

An individual or family who will imminently lose their primary nighttime residence is considered to be imminently homeless if the residence will be lost within 14 days of the application for homeless assistance, no subsequent residence has been identified and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Level 1 Options:

- If in housing, a court order resulting from an eviction action notifying the individual or family that they must leave. If in a motel, evidence showing they lack the financial resources to stay.

Level 2 Options consist of three components, all of which must be obtained:

- A documented and verified oral statement with certification that no subsequent residence has been identified
- Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing.
- Documentation outlining efforts to obtain the level 1 documentation.

Homeless under other Federal Statutes (Category 3) This category is available for RHY and ESG programs; Category 3 households are not eligible for COC programs

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- Are defined as homeless under the other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- Can be expected to continue in such status for an extended period due to special needs or barriers.

There are no level 2 sources of documentation for this category, all of the following must be obtained:

- Certification by the nonprofit, state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute
- Certification of no permanent housing in the last 60 days
- Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days
- Documentation of special needs or two (2) or more barriers

Fleeing/Attempting to flee domestic violence (Category 4)

An individual or family is considered to be fleeing domestic violence when fleeing, or attempting to flee, domestic violence, has no other residence and lacks the resources or support networks to obtain other permanent housing. There are no level 2 sources of documentation for this category.

For victim service providers:

- An oral statement by the individual or head of household seeking assistance which states they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.

For non-victim service providers all of the below must be gathered:

- Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker.
- Certification that no subsequent residence has been identified
- Self-certification or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

Chronic Homelessness

See the key terms section for the definition of Chronic Homelessness.

Projects must document households meeting the HUD criteria for chronic homelessness. This documentation includes three things

- i) Documentation of the current household status as Category 1; Literally Homeless.
- ii) Documentation of disability
- iii) Documentation of the homeless history required to qualify as chronically homeless.

These documents may be obtained after the household has moved in. These documents have levels of documentation as prescribed by HUD. Time spent homeless must be verified; breaks in homelessness do not require third-party verification.

Level 1: Third-Party documentation. This includes written observation by an outreach worker, a written referral by another housing or service provider, or documentation from institutions such as hospitals, correctional facilities, etc. when they include length of stay and are signed by the institution staff. HMIS data may be used in when it contains the information required of all third-party documentation.

Level 2: Self-Certification. This is a signed certification by the individual seeking assistance describing how they meet the definition accompanied with the intake worker's documentation of the living situation and the steps taken to obtain evidence to support this. (A minimum of 5 must be made, and documented, to entities that could provide third-party verification).

Projects are capped at the number of households that can self-certify. A household's documentation packet is considered complete when it verifies disability and third-party verification for at least 9 months of the household's time homeless. 75% of the project's households must have complete documentation packets on file. 25% of the project's households may self-certify all of their time homeless.

REFERENCES

24 CFR 578 HEARTH Act (amending McKinney-Vento Act) and all subsequent amendments

U.S. Department of Housing and Urban Development Notice CPD 16-11: Prioritizing Persons Experiencing Chronic Homeless and Other Vulnerable Homeless Persons in Permanent Supportive Housing.

U.S. Department of Housing and Urban Development Notice CPD 17-01: Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System

END OF ATTACHMENT A-1

EXHIBIT B – AGENCY CORE DOCUMENTS

All Subrecipients are required to submit the following agency core documents to County within 30 days of approval of this [Contract/Agreement], unless they already submitted these documents within the last 12 months prior to term start date:

1. Audited Financial Statement(s) (most current)
2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirements 5). 2 CFR Part 200.501 Audit Requirements:
Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) including but not limited to:
 - a. Procurement/Purchasing Policy(ies)
 - b. Procedure for budgeting grants
 - c. Personnel Policies
 - d. Drug-free Workplace Policy
 - e. Code of Conduct
 - f. Conflict of Interest
 - g. Whistle Blower Protection
 - h. Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
 - a. Cost Allocation Plan
 - b. Cash Management Procedure(s)
 - c. Methodology for reporting accrued expenditures for Pima County contracts
 - d. Financial Management Systems
 - e. Determination of Allowable costs
 - f. Financial Reporting
 - g. Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by your agency).
Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:
 - a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or
 - b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, the Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to GMI_Development@pima.gov or via Surface Mail to Grants Management & Innovation, Development Division, 97 E. Congress St., 1st Floor, Tucson, Arizona 85701.

END OF EXHIBIT B