



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

Award  Contract  Grant

Requested Board Meeting Date: 12/06/2022

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Our Family Services, Inc.

**\*Project Title/Description:**

Emergency Solutions Grant (ESG) Homeless Prevention Program

**\*Purpose:**

Department of Housing and Urban Development (HUD) ESG CV funds will be used to provide case management, rental and financial assistance for eligible ESG homeless prevention activities.

Attachment: Contract Number CT-CR-23-084

**\*Procurement Method:**

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

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

The program's goal is to provide decent, affordable housing and stability to 20 families or individuals who are at-risk of being homeless.

**\*Public Benefit:**

The benefit of the program is Pima County at-risk of homeless families or individuals will receive help in attaining secure, safe, decent, and affordable housing and needed public services.

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

The program performance will be tracked in the Homeless Management Information System (HMIS), plus Quarterly Data Quality Completion Reports are required.

**\*Retroactive:**

Yes. The Subrecipient Agreement could not be completed until a final reconciliation of the prior contract was complete and funding was made available for renewal. After the agreement was prepared by the department and approved by Subrecipient, revisions to indirect-cost calculations and internal reviews were required before the agreement could be presented to the Board. The negative impact of this agreement not being approved is Pima County residents may not receive homeless prevention services.

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): 23-084
Commencement Date: 10/1/22 Termination Date: 9/30/23 Prior Contract Number (Synergen/CMS): 22-126 BC
Expense Amount: \$ 165,000 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
Is there revenue included? Yes No If Yes \$
Amount This Amendment: \$
\*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

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:** Emergency Solutions Grant (ESG) Homeless Prevention Program

**Subrecipient name and address:** Our Family Services, Inc.  
2590 N. Alvernon Way  
Tucson, AZ 85712

**Subrecipient UEI #:** NJ31X56MU529

**Federal Award Identification Number:** E-20-UW-04-0502

**Federal Award Date:** 10/28/2020

**Contract No.:** CT-CR-23-084

**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, 2022

**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): \$165,000.00

**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):** \$165,000.00

**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):** \$165,000.00

**Federal award project description (funding descriptive title):** Emergency Solutions Grant (ESG) Homeless Prevention Program

**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:** 20.6 %, Negotiated Indirect Cost Rate Agreement

## 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 Our Family Services, 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 "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.
- 2.2. The terms of this Agreement may be modified, amended, or 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 (3 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 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 \$165,000.00 (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:

<b>Contract Month</b>	<b>Due date for Request for Reimbursement</b>
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.
- 5.14. No payments will be made to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; 3) this Agreement is fully executed; and 4) adequate and accurate documentation is provided with each request for payment or invoice.
- 5.15. 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 15<sup>th</sup>. 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.

- 5.16. 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.
- 5.17. 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.
- 5.18. 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. **Wavier 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. §§ 11431-11435);
  - 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:**

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

**Subrecipient:**

Jamie Snyder, CEO  
Our Family Services, Inc.  
2590 N. Alvernon Way  
Tucson, AZ 85712

- 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, 3<sup>rd</sup> 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](mailto:Jenifer.Darland@pima.gov) and Yvette Gonzales, 520-724-7310, [Yvette.Gonzales@pima.gov](mailto: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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Snyder Chief Executive Office  
Printed Name and Title

\_\_\_\_\_  
11/09/2022  
Date

**APPROVED AS TO FORM**

**ATTEST**

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

\_\_\_\_\_  
Clerk of the Board Date

\_\_\_\_\_  
Kyle Johnson  
Print DCA Name  
\_\_\_\_\_  
10/27/2022  
Date

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Department Representative  
\_\_\_\_\_  
11.15.23  
Date

## EXHIBIT A - SCOPE OF WORK

1. **PROGRAM OVERVIEW.** The Program provides rental and financial assistance to evicted families or individuals who are at-risk of being homeless.
2. **PROJECT ACTIVITIES – SUBRECIPIENT.** Subrecipient shall provide rental and financial assistance for eligible ESG homeless prevention activities as allowable per 24 CFRs § 576.102(a)(3), § 576.103, § 576.104, § 576.106 and § 576.400 to at least **20 family households** at risk of being homeless, as well as case management services as allowable per 24 CFRs § 576.104 and § 576.105.
  - 2.1. Subrecipient shall provide the following ESG Homeless Prevention services within **five (5) business days of receipt of referral**:
    - 2.1.1. **ESG Rental Assistance.** Subrecipient shall provide ESG rental assistance to participants, including but are not limited to rental assistance and rental arrears.
    - 2.1.2. **Housing Relocation and Stabilization Services – Financial Assistance.** Subrecipient shall provide ESG financial assistance to participants, including, but not limited to, security deposits; rental application fees; last month's rent (late or overdue); utility deposits; utility payments; and/or moving costs;
    - 2.1.3. **Landlord Incentives.** Subrecipient may pay for the following landlord incentives, the total of which for any one household may not exceed three times the monthly rent charged for the unit.
      - 2.1.3.1. Security Deposits not to exceed three months of rent; or
      - 2.1.3.2. Signing bonuses not to exceed two months of rent
    - 2.1.4. **Hotel/Motel Vouchers.** Subrecipient may provide hotel or motel vouchers for homeless households receiving homeless prevention services for up to 60 days while in housing search;
    - 2.1.5. **Housing Relocation and Stabilization Services – Case Management Services.** Subrecipient shall provide case management to participants, including but are not limited, to housing search and placement; conducting minimum habitability standards for permanent housing inspections pursuant to §576.403(c); developing of Individualized Housing and Service Plan for each participating household at intake, which must focus on a path to obtaining permanent housing stability; implementing the Housing and Service Plans throughout the household's tenure in the ESG program; assisting each participating household in obtaining available federal, state and local benefits and services for which they are qualified; and providing appropriate information about and referrals to other providers.
    - 2.1.6. **Eligibility.** Subrecipient shall complete the Emergency Solutions Program 2022-2023 Homeless Certification, **Attachment A-1** (4 pages), for each Program applicant.
      - 2.1.6.1. To substantiate that the household has been notified that their right to occupy their current housing will be **terminated within 14 days**, the documentation shall include:
        - 2.1.6.1.1. Written notification from the landlord, property owner, or other entity with the authority to terminate tenancy that their rights as a tenant will terminate within 14 days;
        - 2.1.6.1.2. Documentation substantiating that the applicant cannot meet the terms of avoiding eviction; or  
A written statement by intake staff describing the efforts taken to obtain the required evidence would be considered acceptable

evidence, and case note demonstrating due diligence in attempting to obtain a higher level of documentation when source documents and third-party verification are unobtainable.

2.1.6.2. To substantiate that the household's **unit will be lost within 14 days**, Subrecipient shall collect household documentation that must include one of the following:

2.1.6.2.1. A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or

2.1.6.2.2. Notice equivalent to an eviction action under applicable state law; or

2.1.6.2.3. Notice to Quit; or

2.1.6.2.4. Notice to Terminate under state law.

**3. PROJECT GOAL/PREDICTED OUTCOMES.**

3.1. The program goal is to provide decent, affordable housing and stability to evicted families or individuals who are at-risk of being homeless.

3.2. Participants who are given financial rental assistance and associated case management will obtain and sustain permanent affordable housing. Subrecipient will ensure the following outcomes:

Homeless Participants Served (minimum)	Achievement
20	Receive Homeless Prevention assistance for an average of 3 months and/or move into permanent housing.
	Maintain or increase income through earnings or available benefits.
	Meet at least one goal on the Individual Housing and Service Plan during every three months in the program.

4. **REPORTS.** Subrecipient shall use HMIS and ensure program participant data is complete and free of errors in the HMIS prior to County's notification to submit the Consolidated Annual Performance and Evaluation Report (CAPER) for quarterly monitoring following submission schedule as detailed in Exhibit B attached after the signature page. Subrecipient shall submit quarterly Data Quality Completion Reports to Jenifer Darland ([Jenifer.Darland@pima.gov](mailto:Jenifer.Darland@pima.gov)) and Yvette Gonzales ([Yvette.Gonzales@pima.gov](mailto:Yvette.Gonzales@pima.gov)). All reporting provisions will survive the termination of this Agreement.

5. **BUDGET.** For services provided October 1, 2022 through September 30, 2023, County will pay Subrecipient as follows:

Personnel	Amount
Case management related to housing stability (personnel and fringe)	\$58,000.00
Rental Assistance	\$95,052.00
<b>Personnel and Fringe Total</b>	<b>\$58,000.00</b>
Indirect costs (NICRA Indirect Cost Rate 20.6%)	\$11,948.00
<b>Total</b>	<b>\$165,000.00</b>

5.1 County has negotiated an Indirect Cost Rate with Subrecipient, pursuant to 2 CFR 200.332 (a)(4)(i)(A), based on Subrecipient's prior approved rate of 20.6% of Personnel and Fringe.

Subrecipient's federal indirect cost rate proposal is pending review and approval by the U.S. Department of Health and Human Services.

6. **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.
7. **Prioritization.** Pima County will inform Subrecipient within two (2) business days of changes to community policies and procedures related to household prioritization as determined and approved by the local Continuum of Care.

**END OF EXHIBIT A**

Emergency Solutions Program 2022-2023  
HOMELESS CERTIFICATION

Applicant I.D Name/Number \_\_\_\_\_

Signature of Agency Representative \_\_\_\_\_

Date \_\_\_\_\_

- Household without dependent children (complete one form for each adult in the household)
- Household with dependent children (complete one form for household)  
Number of persons in the household: \_\_\_\_\_

This is to certify that the above named individual or household is currently homeless based on the check mark, other indicated information, and signature indicating their current living situation.



**HUD’s Preferred Order for Documentation**

- 1. Third Party**
  - Written (Letters/Referrals)
    - Official communication (issued on agency stationery or program template)
    - Signed and dated by appropriate third party representative
  - Oral (Recorded Oral Statements)
    - By intake staff
    - Of 3<sup>rd</sup> party providing verification
    - Signed and dated by intake staff as true and complete
- 2. Intake Staff Observations (Recorded)**
  - Intake staff notes on their observations and assessments
  - Signed and dated by intake staff as true and complete
- 3. Self-Certification (Individual/Head of Household Statement)**
  - Written statements certified (signed and dated) as true and complete
    - Regulations specify when oral statements can be used
  - If self-certification must be verified
    - Confirmation that certification was verified OR
    - Due diligence documentation
      - Describe efforts to obtain third party documentation
      - May include phone logs, email correspondence, copies of certified letters etc.
      - Outcome of effort, including obstacles
      - Signed and dated by intake staff as true and complete

**\*\* Exceptions to Preferred Order**

- Type of assistance provided
  - Emergency shelter
  - Street outreach
  - Victim services
- To protect the safety of individuals/families fleeing or attempting to flee DV

**\*\*\*Check only Group/Condition and provide appropriate documentation\*\*\***



**CATEGORY 1: LITERALLY HOMELESS (INDIVIDUAL OR FAMILY WHO LACKS A FIXED, REGULAR, AND ADEQUATE NIGHTTIME RESIDENCE):**

**1. –  Unsheltered Homeless – (sleeping in a place not designed for or ordinarily used as a regular sleeping accommodation)**

- HUD's preferred order applies
  - Exception for providing emergency shelter street outreach services, domestic violence
- Third Party – Written (Letters/Referrals)
- HMIS street outreach service record
  - Standards for system:
    - ~ Retains auditable history of all entries
    - ~ Prevents overrides or changes to dates entries are made
  - Standards for verifying homeless status:
    - ~ Dates of stay/services should be concurrent with application for assistance

– OR –

- Homeless Certification/Written Referral from local law enforcement or emergency medical service agencies (issued on agency stationary or program template)
  - Standards for Homeless Certifications:
    - ~ Confirm homeless status
    - ~ Document any applicable criteria
  - General standards for written letters/referrals:
    - ~ Official communication
    - ~ Signed and dated by appropriate third party representative

**2. –  In Shelter – (living in a shelter/transitional housing/hotels & motels paid for by charitable organizations or federal/state/local government programs designed to provide temporary living arrangements)**

- HUD's preferred order applies
- Third Party – Written (Letters/Referrals)
  - HMIS shelter stay record
  - Homeless Certification/Written Referral from Shelter

**3. –  If Exiting an Institution – (e.g. jail, hospital)**

- Condition:** Unsheltered OR in emergency shelter (immediately before entering institution)
  - HUD's preferred order applies
  - Third Party – Written records available may include:
    - HMIS shelter stay/street outreach service record
    - Homeless Certification/Written Referral

– OR –

- Condition:** Length of stay is 90-days or less (in institution)

- Appropriate documentation is preferred order:
  - Third Party – Written
    - Discharge paperwork
    - Written Referral
  - Third Party – Oral
  - Self-Certification & Due Diligence

\* Documentation must specify entry/exit dates or duration of stay.

Client I.D. Name/Number: \_\_\_\_\_

Description of current living situation:  
\_\_\_\_\_

Shelter and/or Institution Name:  
\_\_\_\_\_

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CATEGORY 2: IMMINENT RISK OF HOMELESSNESS (INDIVIDUAL OR FAMILY WHO WILL IMMINENTLY –WITHIN 14-DAYS – LOSE THEIR PRIMARY NIGHTTIME RESIDENCE WITH NO SUBSEQUENT RESIDENCE, RESOURCES OR SUPPORT NETWORKS):**

**3 – Conditions**

1. –  **Housing loss within 14-days**
- If Tenant/Homeowner (appropriate documentation in preferred order)
    - Third Party – Written
      - Court order to leave – OR –
      - Other equivalent notice under State law
  - If in Hotel/Motel: lack of financial resources
    - Self-Certification, supported by other documentation when practical
  - If in other Housing situation (i.e., doubled-up)
    - Self-Certification, supported by:
      - Third Party Verification – OR –
      - Due Diligence
2. –  **No Subsequent Residence**
- Self-Certification, supported by other documentation when practical
3. –  **Lack of Resources & Support Networks to Obtain Other Housing**
- Self-Certification, support by other documentation when practical

Client I.D. Name/Number: \_\_\_\_\_

Description of current living situation:

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Court Order # and Date, Hotel/Motel Voucher or Self-Certification:

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- CATEGORY 4: FLEEING/ATTEMPTING TO FLEE DV (INDIVIDUAL OR FAMILY WHO IS FLEEING OR IS ATTEMPTING TO FLEE DV – DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS RELATED TO VIOLENCE – HAVE NO OTHER RESIDENCE AND LACK THE RESOURCES OR SUPPORT NETWORK TO OBTAIN OTHER PERMANENT HOUSING):**

**3 – Conditions**

1. –  **Flight/Attempt to Flee DV**
2. –  **No Subsequent residence**
3. –  **Lack of resource to obtain other housing**
- Victim Service Provider**
- Self-Certification of all three conditions
    - Signed and dated by individual/head of household – OR –
    - Oral statement recorded by intake staff, signed and dated as true and completed by intake staff

– OR –

Non-Victim Service Provider

- Self-certification of fleeing/attempt to flee DV by individual/head of household AND, **if no threat to safety**, supported by:
  - Third Party written referral source from whom assistance was sought for DV – OR –
  - Intake worker observation
  - Need only contain minimum amount of information necessary
  - Confirm household is fleeing/attempting to flee DV
  - Self-Certification of no subsequent residence, resources or support networks

\* Self-Certification requirements vary by type of provider determining Homeless status

Client I.D. Name/Number: \_\_\_\_\_

Description of current living situation:

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Head of Household/Intake Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ESG-CV QUARTERLY REPORTING SCHEDULE FOR FY2022/2023**

Below are the dates for the end of the project quarters for FY2022/2023 ESG-CV programs, and Pima County’s deadline for agencies to submit the Consolidated Annual Performance & Evaluation Report (CAPER). Agencies must ensure all participant/project data is complete and error-free in the Homeless Management Information System (HMIS) prior to submission.

<b>END OF QUARTER</b>	<b>PIMA COUNTY DEADLINE FOR THE CONSOLIDATED ANNUAL PERFORMANCE &amp; EVALUATION REPORT (CAPER)</b>
9/30/2022	10/7/2022
12/30/2022	1/6/2023
3/31/2023	4/7/2023
6/30/2023	7/7/2023
9/30/2023	10/6/2023

**End Exhibit B**