



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: October 3, 2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Compass Affordable Housing, Inc.

***Project Title/Description:**

United States Housing and Urban Development (USHUD) Continuum of Care Program (CoC) - Rapid Rehousing

***Purpose:**

USHUD awarded Pima County \$200,681.00 to provide rapid rehousing and employment services to people experiencing homelessness in order for them to become self-sufficient. This is for the second year of the grant's operation.

A standardized referral process is used to match participants to the Pima County Sullivan Jackson Employment Center (SJEC). Program participants then enter Rapid Rehousing through Compass Affordable Housing (CAH). Once housing is stabilized, CAH case managers work with participants to place them into housing. SJEC then begins to work with participants to obtain full-time employment. After clients find work, they begin to contribute toward the rent with the goal of becoming self-sufficient within six months. This amends the existing CAH contract to absorb caseload and activities from CODAC, which terminated its agreement 9/15/17.

***Procurement Method:**

RFP-CSET-2015-4

***Program Goals/Predicted Outcomes:**

Compass Affordable Housing will provide at least 15 rental units for eligible households at any given time, up to 24 households per year.

***Public Benefit:**

The program provides the resources necessary for households experiencing homelessness in Pima County to obtain employment and housing and become self-sufficient

***Metrics Available to Measure Performance:**

As a USHUD program, metrics are measured through the Homeless Management Information System.

***Retroactive:**

No.

*To: COB 9-15-17(1)
Vers.: 1
Pgs.: 19*

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 18-078

Effective Date: 10/1/17 Termination Date: 9/30/18 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 160,463.00 Revenue Amount: \$ _____

*Funding Source(s) required: USHUD - CoC Program

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

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

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

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

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

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

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

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Daniel Sullivan

Department: Community Services

Telephone: 724-7309

Department Director Signature/Date: Charles Lewis 9/12/17

Deputy County Administrator Signature/Date: [Signature] 9/13/2017

County Administrator Signature/Date: Jon Burke 9-14-17

(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
PROFESSIONAL SERVICES CONTRACT**

Program Name: United States Housing and Urban
Development Continuum of Care Program –
Rapid Rehousing

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

DUNS: 830239427

SAM Registration Date: 3/22/17

Program Description: Rapid Re-Housing with supportive
services to homeless people in Pima
County’s Continuum of Care Program

Contract Term: October 1, 2017, or upon execution by Pima
County Board of Supervisors, whichever is
later, through September 30, 2018

Contract Amount: \$160,463.00

Funding: United States Housing and Urban Development
(USHUD)-Continuum of Care (CoC)
Program

CONTRACT
NO. <u>CF-23-18-078</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

USHUD Contract No. AZ0167L9T011601 Award Date: 2017

CFDA	Program Description	National Funding	Pima County Award
14.267	Continuum of Care Homeless Assistance – One Stop Rapid Rehousing	\$1,890,000,000.00	\$200,681.00

Is this a research and development contract? NO

Awardee is a X Subrecipient _____ Contractor

Match YES Indirect Costs NO

This Contract is made by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Compass Affordable Housing, Inc. of Pima County, Inc., a non-profit corporation authorized to do business in the State of Arizona (“Awardee”).

RECITALS

A. In order to be eligible to receive funds to reduce homelessness from the U.S. Department of Housing and Urban Development Continuum of Care Program (“HUD CoC Program”) various local service providers formed a “continuum of care for the homeless” (“the Pima County CoC”).

- B. The Pima County CoC coordinates the provision of services to the homeless through a community planning process.
- C. The Pima County CoC applied for and received grant funds from the HUD CoC Program to fund Rapid Re-Housing (“RRH”); employment and training assistance; and other necessary supportive services for the homeless throughout Pima County (“the Grant”).
- D. County acts as the fiscal agent for the Grant. However, pursuant to HUD CoC Program requirements, the Pima County CoC determines the distribution of the Grant funds.
- E. County issued Request for Proposal No. RFP-CSET-2015-4 (“the RFP”) for services that help homeless individuals or families become self-sufficient through employment and permanent housing.
- F. Awardee has submitted a response to the RFP that is beneficial to the residents of the County.
- G. The Pima County CoC has approved the award of Grant funds to Awardee.

NOW THEREFORE, County and Awardee, pursuant to the above, and in consideration of the matters and things set forth herein, agree as follows:

1.0 TERM, EXTENSIONS AND AMENDMENTS

- 1.1. Original Term. This Agreement will commence on October 1, 2017 or upon execution by Pima County Board of Supervisors and will terminate on September 30, 2018 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Option.
- 1.2. Extension Option. County may renew this Agreement for one (1) additional period of up to four (4) years (the “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. This Agreement may be modified, amended, altered or extended only by written amendment signed by the parties. County must approve any amendment to the Agreement before Awardee commences services under the amendment.
- 1.4. Notwithstanding paragraphs 1.1 and 1.2 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1. Awardee will:
 - 2.1.1. Provide County with the services described in the attached **Exhibit A**.
 - 2.1.2. Employ suitable trained and skilled personnel to perform all services under this Agreement.
 - 2.1.3. Perform its duties:
 - 2.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards;
 - 2.1.3.2. To the satisfaction of County; and
 - 2.1.3.3. In compliance with all terms and conditions applicable to the grant funds being provided under this Agreement.
 - 2.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
 - 2.1.5. **Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement.**

- 2.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
 - 2.2.1. Be employees or volunteers of Awardee;
 - 2.2.2. Satisfy any qualifications set forth herein; and
 - 2.2.3. Be covered by personnel policies and practices of Awardee.
- 2.3. Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4. No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- 2.5. Confidentiality. Awardee:
 - 2.5.1. Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Awardee's responsibilities under this Agreement is prohibited without written consent of the individual or, in the case of a minor, the responsible parent or guardian.
 - 2.5.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the services set forth in this Agreement.
 - 2.5.3. Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of services.

3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee **up to \$160,463.00** ("the Maximum Allocated Amount").
- 3.2. Payment will be made from the Grant received from the HUD CoC Program ("the Awarding Agency").
- 3.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 3.4. **Awardee must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

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

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

- 3.5.4. Be accompanied by documentation, which must include, but is not limited to:
 - 3.5.4.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
 - 3.5.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.5.4.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.5.4.4. A calculation of administrative or indirect costs (conditional upon receipt of indirect rate letter), evidencing that such costs do not exceed the 15% maximum of the total reimbursement provided under this Agreement.
 - 3.5.4.5. Any other documentation requested by County.
- 3.5.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
 - 3.5.5.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify:
 - 3.5.5.1.1. Hours worked on the grant;
 - 3.5.5.1.2. Total hours worked on the grant;
 - 3.5.5.1.3. Days worked; and
 - 3.5.5.1.4. Hours worked each day.
 - 3.5.5.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits.
- 3.5.6. Comply with the applicable provisions of 2 C.F.R. § 200.
- 3.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 3.5.8. Be accompanied by Applications (ENOOS-1 6-02) for each client served during the month and/or clients served lists in subsequent months if applicable.
- 3.6. If Awardee is required to provide matching funds under the terms of the Awarding Agency, Awardee must also provide the documentation described in Paragraphs 3.5.4 and 3.5.5 for the matching funds.
- 3.7. **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs that are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs that would otherwise be subject to payment pursuant to this Agreement.
- 3.8. If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.
- 3.9. **No payments will be made to Awardee until all of the following conditions are met:**
 - 3.9.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.9.2. Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.9.3. This Agreement is fully executed; and
 - 3.9.4. Adequate and accurate documentation is provided with each request for payment or invoice.

- 3.10. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **fifteen (15) working days after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.5 above.
- 3.11. Awardee will report to County:
- 3.11.1. Accrued expenditures;
 - 3.11.2. Program income, as defined by the awarding agency; and
 - 3.11.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.12. County may, at its sole discretion:
- 3.12.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.12.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
 - 3.12.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.13. Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 3.14. Changes between budget line items may only be made as follows:
- 3.14.1. Changes up to and including 15% of the total operating budget amount (excluding client vouchers) may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
 - 3.14.2. Changes of more than 15% of the total operating budget amount (excluding client vouchers) will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.15. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.16. Disallowed Charges or Cost principles will be as follows:
- 3.16.1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs that are specifically defined as unallowable therein cannot be submitted for reimbursement by the Awardee and will not be reimbursed with Department funds.
 - 3.16.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.17. For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 21.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 PROGRAM INCOME

4.1. County does not anticipate that Awardee will generate program income, as defined by the Awarding Agency, under the activities of this Agreement.

4.2. In the event that activities under this Agreement do generate program income or program income is authorized, Awardee must:

4.2.1. Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.

4.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.

5.0 INSURANCE

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

5.2. Insurance Coverages and Limits:

5.2.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

5.2.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

5.2.3. Workers' Compensation (WC) and Employers' Liability:

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

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

5.3. Additional Coverage Requirements:

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

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

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

- 5.3.4. **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Awardee's deductible or Self Insurance Retention (SIR).
- 5.3.5. **Subcontractors:** Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 5.4. **Verification of Coverage:**
- 5.4.1. Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
- 5.4.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
- 5.4.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
- 5.4.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 5.4.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 5.4.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 5.4.4. **Cancellation Notice:** Awardee's insurance policies and endorsements will not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.
- 5.5. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6.0 INDEMNIFICATION

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

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

7.0 LAWS AND REGULATIONS

- 7.1. Compliance with Laws; Changes. Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2. Licensing. Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3. 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.
- 7.4. Use of Funds. Awardee warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
 - 7.4.1. Political activities;
 - 7.4.2. Inherently religious activities;
 - 7.4.3. Lobbying;
 - 7.4.4. Political patronage; or
 - 7.4.5. Nepotism activities.
- 7.5. Compliance with Federal Law, Rules and Regulations. Awardee will comply with the applicable provisions of:
 - 7.5.1. HUD Regulations 24 C.F.R. Parts 578, 582, and 583, Continuum of Care (CoC) Program;
 - 7.5.2. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.) as amended;
 - 7.5.3. Housing Quality Standards (24 C.F.R. § 982.401);
 - 7.5.4. Rental Assistance (24 C.F.R. §578.51);
 - 7.5.5. Davis-Bacon Act (Pub. L.107-217), as amended;
 - 7.5.6. Cost Principles for State, Local, and Indian Tribal Governments (2 C.F.R. Part 225 OMB Circular A-87);
 - 7.5.7. 2 C.F.R Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance;
 - 7.5.8. Cost Principles for Non-Profit Organizations (2 C.F.R. Part 230 Circular A-122);
 - 7.5.9. Child Labor Laws (A.R.S. §23-230 et seq.);
 - 7.5.10. Copeland Anti-Kick Back Act (18 USC 874 et seq.);
 - 7.5.11. 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;
 - 7.5.12. Debarment and Suspension Drug Free Workplace (29 C.F.R. Part 98 and Executive Order 12549);
 - 7.5.13. Nondiscrimination and Equal Opportunity Requirements (29 C.F.R. Parts 30, 31, 32, 33, 34, 36 and 37);

7.5.14. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and

7.5.15. All rules and regulations applicable to the Acts set forth above.

7.6. Cooperation. Awardee will fully cooperate with County, USHUD, and any other federal agency in the review and determination of compliance with the above provisions.

8.0 INDEPENDENT CONTRACTOR

8.1. Awardee is an independent contractor. Neither Awardee nor any of Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.

8.2. Awardee is responsible for paying all federal, state and local taxes on the compensation by Awardee under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Awardee's failure to pay such taxes.

8.3. Awardee will be solely responsible for its program development, operation, and performance.

9.0 SUBCONTRACTORS

9.1. Except as provided in paragraph 9.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.

9.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.

9.3. Awardee is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that Awardee is responsible for the acts and omissions its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

9.4. Awardee must include the provision set forth in paragraph 3.6, in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

10.0 ASSIGNMENT

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

11.0 NON-DISCRIMINATION

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

11.2. During the performance of this Agreement, Awardee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

12.0 AMERICANS WITH DISABILITIES ACT

Awardee will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain

accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

13.0 AUTHORITY TO CONTRACT

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

14.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Agreement, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

15.0 CANCELLATION FOR CONFLICT OF INTEREST

- 15.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 15.2. Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in this Agreement, including, but not limited to, those governing nepotism.

16.0 TERMINATION AND SUSPENSION BY COUNTY

- 16.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Awardee at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.
- 16.2. With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Awardee to be in default of any provision of this Agreement.
- 16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 16.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 16.5. Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

17.0 NOTICE

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

<u>County:</u> Director Pima County Community Services 2797 E. Ajo Way Tucson, AZ 85713	<u>Awardee:</u> CEO Compass Affordable Housing, Inc. 48 N Tucson Blvd. Tucson, AZ 85716
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18.0 NON-EXCLUSIVE CONTRACT

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

19.0 OTHER DOCUMENTS

Awardee and County in entering into this Contract have relied upon information provided in the Continuum of Care Homeless Assistance Grant Application to HUD, and other information and documents submitted by the Awardee to County in response to said grant application. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

20.0 AUDIT REQUIREMENTS

20.1. Awardee will:

- 20.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200).
- 20.1.2. **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures that are used to support invoices and requests for payment from the County.
- 20.1.3. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 20.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 20.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 20.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 20.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 20.1.7. Pay all costs for any audit required or requested pursuant to this Section 20.0, unless the cost is allowable for payment with the funds provided pursuant to this Agreement under the appropriate federal or state law and the cost was specifically included in the Awardee grant budget approved by County.

20.2. Awardee status:

20.2.1. If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

20.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.

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

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

21.0 BOOKS AND RECORDS

21.1. Awardee must keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

21.2. Awardee will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

22.0 COPYRIGHT

Neither Awardee nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

23.1. Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.

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

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Awardee's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 ACCOUNTABILITY

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records that are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement. This

provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

27.0 ISRAEL BOYCOTT CERTIFICATION

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

28.0 PUBLIC RECORDS

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

28.2. Records Marked Confidential; Notice and Protective Order.

28.2.1. If Awardee reasonably believes that some of the records described in paragraph 28.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."

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

28.2.3. County will release the records ten (10) business days after the date of that notice, unless Awardee 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.

29.0 ELIGIBILITY FOR PUBLIC BENEFITS

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

30.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

30.3. Remedies for Breach of Warranty. Any breach of Awardee's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 26, is a material breach of this Agreement subjecting Awardee to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.

30.4. Subcontractors. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 30.0 by including a provision in each subcontract substantially in the following form:

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

31.0 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.

32.0 SEVERABILITY

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

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33.0 ENTIRE AGREEMENT

33.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.

33.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors

AWARDEE



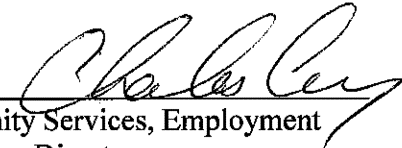
Authorized Officer Signature

M. Jann Beerling
Please print name

Chief Executive Officer
Title

9-8-17
Date

APPROVED AS TO CONTENT



Community Services, Employment
& Training Director

APPROVED AS TO FORM



Karen S. Friar, Deputy County Attorney

SCOPE OF WORK

1.0 SECTION 1 – PROGRAM OVERVIEW

- 1.1. Case management and financial assistance will be used to obtain Rapid Rehousing (“RRH”) for homeless individuals and families and to help the program participants overcome barriers to acquiring and maintaining permanent housing.
- 1.2. 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.
- 1.3. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Agreement must be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

2.0 SECTION 2 – PROGRAM ACTIVITIES – AWARDEE**2.1. Case Management. Awardee will:**

- 2.1.1. Employ a minimum of one (1) FTE qualified case managers to provide services under this Agreement.
- 2.1.2. Each case manager will perform case management duties as allowable per 24 C.F.R. § 578.53(3), including, but not limited to:
 - 2.1.2.1. Assessing individual and household needs.
 - 2.1.2.2. Developing the following plans:
 - 2.1.2.2.1. **Case plan.** The case plan must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency.
 - 2.1.2.2.2. **Housing plan.** The housing plan must map out a path to permanent housing stability.
 - 2.1.2.3. Developing a realistic household budget, that includes a savings plan, to ensure that the participant can maintain permanent housing after completing the program.
 - 2.1.2.4. Helping arrange and coordinate access to necessary resources to support the goals and objectives.
 - 2.1.2.5. Meeting a minimum of twice per month to monitor and evaluate progress towards goals and outcomes established in the case plan and adjust plan goals as warranted to ensure success.
 - 2.1.2.6. Providing information about, and when warranted, referrals to other providers.
 - 2.1.2.7. Entering client information into the Homeless Management Information System (“HMIS”) and any other databases specified by County within two working days of an activities occurrence.
- 2.1.3. Reimburse case managers for the following:
 - 2.1.3.1. Mileage, at approved county rate, for:
 - 2.1.3.1.1. Visiting and monitoring program participants;
 - 2.1.3.1.2. Seeking appropriate housing with participants; and
 - 2.1.3.1.3. Making housing quality inspections Check List (Form HUD-52580).
 - 2.1.3.2. Costs associated with accompanying program participants on public transportation.

2.1.4. Housing Assistance. Awardee will:

- 2.1.4.1. Provide **at least 15 rental units for eligible households at any given time, up to 24 households per year.** The units must be appropriate to the household size, needs, and potential earned income.
- 2.1.4.2. Provide housing assistance activities which will include, but are not limited, to the following:
 - 2.1.4.2.1. After housing is selected, inspect housing for compliance with the applicable housing quality standards (HQS) set forth in 24 C.F.R. § 982.401 and, while the program participant resides in the housing, reinspect for HQS compliance annually.
 - 2.1.4.2.2. Ensure that program participant enters into a lease agreement with the landlord. The initial term of the lease must be for at least one (1) month and must be automatically renewable upon expiration, except on prior notice by either party, up to a maximum of twenty four (24) months.
 - 2.1.4.2.3. Ensure that rent for each unit offered to program participants is within Fair Market Rents as established by HUD.
 - 2.1.4.2.4. Pursuant to 24 C.F.R. § 578.77(c), calculate each program participant's contribution to housing costs ("resident rent") and insure that participant pays rent monthly. **Rental payments by program participants are not to be considered "match" with regards to the cash match requirements of Continuum of Care programs.**
 - 2.1.4.2.5. Pay rent directly to landlord for portion of the rent that the program participant is not required to pay. No rental assistance payments may be made to the program participant or any member of the program participant's household.

2.1.5. Other financial supportive housing services. When necessary, Awardee will pay on behalf of the participant:

- 2.1.5.1. Utility deposits; and/or
- 2.1.5.2. One-time moving costs, including truck rental and hiring of a moving company.

3.0 SECTION 3 – PROGRAM ACTIVITIES -- COUNTY

- 3.1. Determine eligibility of participants and, when County deems appropriate, refer eligible participants to Awardee.
- 3.2. Enroll participants it determines eligible into the Continuum of Care Program established pursuant to 24 C.F.R. § Part 578.
- 3.3. Provide, or arrange for, education services, employment assistance and job training, and life skills training as determined necessary and appropriate for each participant.

4.0 SECTION 4 – PROGRAM ACTIVITIES -- AWARDEE and COUNTY. Awardee and County will:

- 4.1. Refer individuals and/or families to Pima County Sullivan Jackson Employment Center ("SJEC") for eligibility determination and enrollment into appropriate programs and services.
- 4.2. Meet at least once each month to:
 - 4.2.1. Review and evaluate each participant's case plan and progress towards achieving the goals and outcomes;
 - 4.2.2. Coordinate resources being offered to each participant;

- 4.2.3. Avoid duplication of service; and
- 4.2.4. Provide information and referrals to other service providers.

5.0 SECTION 5 – PROGRAM GOALS/PREDICTED OUTCOMES

Participants must have a case plan detailing economic behaviors and a plan to achieve housing stability within 24 months. Specific metrics include:

Of total participants severed	Achievement
100%	Participate in developing and revising case and housing plans and household budget throughout the time receiving RRH services
80%	Increase or maintain household income through employment or receipt of benefits
95%	Exit program by moving into permanent housing (not to an emergency shelter or transitional housing)
100%	Participate in developing and revising their case plans throughout the time participating in the program
80%	Move into appropriate housing within 30 days of referral

6.0 SECTION 6 – BUDGET

6.1. For services provided **October 1, 2017 through September 30, 2018**, Awardee will be paid in accordance to the following table:

BUDGET LINE ITEM	AMOUNT
Rental Assistance	\$104,375.00
Case Management	\$43,750.00
Transportation	\$1,500.00
Moving Costs	\$626.00
Utility Assistance	\$4,188.00
Administrative Costs	\$6,024.00
Total Program Budget	\$160,463.00

6.2. Matching fund requirements:

6.2.1 Provide funds to match at least 25% based on eligible program costs subject to contract modifications. Additional conditions include, but are not limited to:

- 6.2.1.1. Matching funds must comply with 24 CFR Part § 578.73.
- 6.2.1.2. Funds used to match a previous CoC grant may not be used to match a subsequent grant award.
- 6.2.1.3. Funds from other federal grants, including program income, can be used as match.
- 6.2.1.4. Awardee must provide a list of matching funds to County with each draw-down of CoC funds.

7.0 SECTION 7 – REPORTING

- 7.1. Provide monthly reports on program activities.
- 7.2. Provide an Annual Report per HUD requirements for each fiscal year.
- 7.3. Record all participants' entry and exit data in HMIS.
- 7.4. Submit a Data Quality Completion Report with the invoices for services provided in October, December, March and June. Payments will be withheld if:
 - 7.4.1. The Data Quality Complete Report is not submitted with the invoices for these months; or
 - 7.4.2. The data entered into HMIS for the Data Quality Complete Report is less than 80% accurate.

END OF EXHIBIT A