



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 3/4/2025

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

Tucson Center for Women & Children Inc dba Emerge! Center Against Domestic Abuse

*Project Title/Description:

Emergency Solutions Grant (ESG) Emergency Shelter - Comprehensive Services

*Purpose:

Department of Housing and Urban Development (HUD) ESG funds will be used to provide emergency services at the shelter and scattered site locations in Pima County. Subrecipient will also provide shelter residents with essential services to help to obtaining permanent, unsubsidized, housing. ESG funds of \$30,264 were approved at the May 7, 2024 Pima County Board of Supervisors' (BOS) Meeting; however Subrecipient will be receiving \$33,010 due to additional funds are needed to provide Emergency Shelter - Comprehensive Services. Since the funds are being increased, the BOS will need to approve this agreement.

The contract can be found in OnBase by searching PO2500000412 in Doc_ID_AMS

Attachment: Contract Number PO2500000412

*Procurement Method:

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

*Program Goals/Predicted Outcomes:

The program goal is to provide emergency shelter services for at least 400 individuals (primarily women and children) who are victims of domestic violence.

*Public Benefit:

The benefit of the program is to provide shelter and essential services for victims of domestic violence in order for each program participant to attain secure, safe, decent, and affordable housing.

*Metrics Available to Measure Performance:

The program performance will be tracked by subrecipient and Quarterly Data Quality Completion Reports will be submitted.

*Retroactive:

Yes, to 10/1/24. On 12/10/24 Community Workforce & Development (CWD) received the executed E-24-UC-04-0502 agreement from HUD. Subrecipient agreement could not be written until the executed agreement was received. The subrecipient agreement was signed by the vendor on February 6, 2025. If not approved, homeless individuals and families in Pima County will not receive temporary emergency shelter.

FEB 25 2025 PM 04:33 PO BOX 10000

To: COB, 2-25-25 (1)
VERSION: C
PGS: 54
ADDENDUM

FEB 24 25 PM 04:33 PD

GMI approved
KONOLD for
AK Kelly
2/10/25

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: PO Department Code: CWD Contract Number (i.e., 15-123): PO2500000412
Commencement Date: 10/1/24 Termination Date: 9/30/25 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 33,010 * [] Revenue Amount: \$ _____

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

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

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

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

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

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

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

[] Expense [] Revenue [] Increase [] Decrease Amount This Amendment: \$ _____

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

*Funding Source(s) required: _____

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

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

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
[] Match Amount: \$ _____ [] Revenue Amount: \$ _____

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Magali Lopez/Rise Hart

Department: Community & Workforce Development

Telephone: 724-7301/724-5723

Department Director Signature: [Signature] Date: 2/1/25
Deputy County Administrator Signature: [Signature] Date: 12/18/2025
County Administrator Signature: [Signature] Date: 2/12/25

Pima County Community & Workforce Development Department

Program: Emergency Solutions Grant (ESG) Emergency Shelter – Comprehensive Services

Subrecipient name and address: Tucson Center for Women and Children Inc
 dba Emerge! Center Against Domestic Abuse
 2545 East Adams Street
 Tucson, AZ 85716

Amount: \$33,010.00

Contract No.: PO2500000412

Subrecipient Unique Entity Identifier (UEI):	SBEVNN5NV1Q3	SAM expiration date (if applicable):	09/19/2025
Federal Award Identification Number (FAIN)	E-24-UC-04-0502	Federal award date	12/09/2024
Subaward term/ period of performance start and end date	10/01/2024-09/30/2025	Subaward budget period start and end date	10/01/2024-09/30/2025
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement)			\$33,010.00
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any match, plus any future budget periods, if applicable)			\$66,020.00
Federal award project description (descriptive project title)		Emergency Solutions Grant Program. The program provides temporary emergency shelter and homeless prevention services in Pima County.	
Funding agency		United States Department of Housing and Urban Development	
Pass-through entity (primary recipient)		Pima County	
Pass-through entity (secondary recipient, if applicable)		N/A	
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)		14.231, Emergency Solutions Grant Program	
Is this subaward for research and development?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	<input type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	<input checked="" type="checkbox"/> No Indirect
Required match	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Match amount	\$33,010.00

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

1. PARTIES, BACKGROUND AND PURPOSE.

- 1.1. Parties. This Subrecipient Agreement (“Agreement”) is between Pima County, a body politic and corporate of the State of Arizona (“County”), and Tucson Center for Women and Children Inc dba Emerge! Center Against Domestic Abuse (“Subrecipient”), a non-profit corporation doing business in the State of Arizona.
- 1.2. 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) Emergency Solutions Grant (“ESG) funds in the amount of \$234,278.00 from United States Department of Housing and Urban Development (“HUD”), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383, and County’s application is incorporated here by reference).
- 1.3. Background and Purpose. On May 7, 2024, the Pima County Board of Supervisors (the “Board”) authorized inclusion of Subrecipient’s proposal for use of ESG funds in the 2024-2025 Annual Action Plan that County submitted to HUD to obtain the FY 2024-2025 ESG funds. The Board also passed Resolution No. 2024-16 approving the allocation of \$30,264.00 of FY 2024-2025 ESG funds to Subrecipient for their Emergency Solutions Grant (ESG) Emergency Shelter – Comprehensive Services. Subrecipient will be receiving \$33,010 due to additional funds needed to provide Emergency Shelter - Comprehensive Services. Since the funds are being increased, the Board will need to approve this agreement.
- 1.4. Solicitation and Response. Under solicitation number CWD-10-23-23-CDBG-ESG (“2024-2025 Community Planning Application”), County sought proposals for programs and activities that would qualify for ESG funding during Federal Fiscal Year (“FY”) 2024-2025. Subrecipient submitted a response to the 2024-2025 Community Planning Application. 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.

2. TERM.

- 2.1. Initial Term. The term of this Agreement commences on 10/01/2024 and will terminate on 09/30/2025 (“Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Agreement for one additional one-year period. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income.

3. USE OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this

Agreement may only be used in compliance with the ESG regulations at 24 CFR Part 576 and the Uniform Guidance at 2 C.F.R. Part 200. Subrecipient is responsible for being informed of all updates to applicable regulations and Federal funding agency's compliance and reporting guidance.

4. **SCOPE OF SERVICES.** Subrecipient will implement the services described in the attached **Exhibit A - Scope of Services** (2 pages), at the dates and times described in **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. Subrecipient will perform its duties in a humane and respectful manner and in accordance with any applicable professional standards and will obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
5. **KEY PERSONNEL.** Subrecipient will employ suitably trained and skilled professional personnel to perform all activities under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by the personnel policies and practices of Subrecipient. The key personnel for this Subrecipient Agreement is Anna Harper, CEO.
6. **LICENSING.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
7. **NO COMMISSION.** 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 or bona fide established agents maintained by the Subrecipient for the purpose of securing business.
8. **COMPENSATION AND PAYMENT.**
 - 8.1. Maximum Payment Amount. County's total payments to Subrecipient under this Agreement, including any sales taxes, may not exceed **\$33,010.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.
 - 8.1.1. Payment of the full Maximum Allocated Amount is subject to the ESG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.
 - 8.2. Budget; Adjustment. County will reimburse Subrecipient according to the budget in **Exhibit B – Compensation and List of Unallowable Costs** (1 page). This budget will remain in effect throughout the term unless otherwise adjusted and formally agreed to.
 - 8.3. Cost Restrictions. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services. Cost restrictions that must be considered are listed in **Exhibit B**. 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.

- 8.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no later than 15 days after the end of the previous month, even if no funds are being requested for the previous month. Due to County fiscal year-end close, County must receive invoices for June expenses within 15 calendar days after June 30 of any year that falls within the Term. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within 30 calendar days after the end of the Agreement term. County may refuse to pay for any period for which Subrecipient does not timely invoice the County. Pursuant to A.R.S. § 11-622, County will deny reimbursement for requests for payment submitted later than six months after the last item of the account accrues.
- 8.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must have a unique invoice number, reference this Agreement number, be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor, or executive of the Subrecipient to ensure proper internal financial controls, and be for costs identified as allowable in Exhibit B of this Agreement. Each reimbursement request must be accompanied by documentation which must include, but is not limited to:
 - 8.5.1. A Financial Status Report and Request for Funds summarizing monthly expenditures by expense categories as shown in the approved budget in **Exhibit B** of this Agreement. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit C – Pima County Invoice Request** (1 page) upon execution of this Agreement. The Financial Status Report and Request for Funds must be signed by the person who prepared the report and by an authorized representative of Subrecipient.
 - 8.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 8.5.3. Copies of contracts and procurement documentation for any outside vendors being paid with grant funds for goods or services at a total cost of \$10,000 or more.
 - 8.5.4. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's efforts under this Agreement, that account for one hundred percent (100%) of the employee's time worked in the pay period and specify hours worked on the program; total hours worked per pay period; days worked; and hours worked each day.
 - 8.5.5. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.
 - 8.5.6. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel.
 - 8.5.7. Any other documentation requested by County.
- 8.6. Payment to Subrecipient. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date

invoice and all required documentation is received. Subrecipient should budget cash needs accordingly. County may, at its sole discretion:

- 8.6.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 8.6.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
 - 8.6.3. Deny full payment for requests for reimbursement that are submitted to County after the period set forth in Paragraph 8.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 8.7. Match Requirement. If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in paragraphs 8.3 through 8.5 and 8.12 for the matching funds.
- 8.8. Payment Conditions. No payments will be made to Subrecipient, until all of the following conditions are met:
- 8.8.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form to County;
 - 8.8.2. Subrecipient has a valid Unique Entity Identifier (UEI);
 - 8.8.3. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal;
 - 8.8.4. Subrecipient has provided adequate and accurate documentation with each request for payment or invoice; and
 - 8.8.5. This Agreement is fully executed.
- 8.9. Changes to Agreement. Changes requiring an Amendment to this agreement include any changes to the Scope of Work, or any changes to the maximum allocated amount. Any change that requires an Amendment to the agreement will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
- 8.9.1. The Director of the Pima County Grants Management & Innovation Department ("GMI") (or the Director's designee) has the sole discretion to approve requests to reallocate funding between budget line items within the approved budget. Subrecipient must submit a written request to the individual listed in Section 23, "Notice," at County for the above changes. The request must be received on or before 06/29/2025. The written request must contain a detailed explanation of the reason the change is necessary for achieving the specified purpose, program(s), metrics, or outcomes set forth in this Agreement.
 - 8.9.2. Change requests must be submitted and approved prior to incurring costs associated with the proposed changes. If the Director of GMI does not approve the request, charges made in anticipation of approval will not be allowable nor compensated. If the Director of GMI (or designee) approves the request for the budget line-item change, the change will be considered effective on the date set forth in the written approval. Costs incurred prior to

the effective date, reflective of the proposed changes, will not be allowable or reimbursable.

- 8.9.3. Any items in budget "**Exhibit B**" requiring prior funding agency approval must be designated and labeled as such and will only be allowable once written approval from HUD is received. The GMI Director or designee has the sole discretion to approve these costs once approval from the funding agency is received. If the funding agency does not approve expenditures, a budget modification reallocating these costs to another allowable expenditure category must be submitted and approved by the GMI Director or designee. The Director or designee has the sole discretion to approve reallocation of these costs to another, allowable, expenditure category.
 - 8.9.4. Expenditures incurred in excess of the budgeted line item or the maximum allocated amount without prior authorization will be at Subrecipient's own risk.
 - 8.10. Invoice Adjustments. County may, at any time, question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.
 - 8.11. Program Income. County does not anticipate that program income, as defined by 2 C.F.R. § 200.80, will be generated under the activities of this Agreement. In the event that activities under this Agreement do generate program income, Subrecipient will report program income in its Financial Status Report and Request for Funds for the period in which the income was received and return program income to County within 30 days of the end of the month in which the income was received.
 - 8.12. Closeout Requirements. The final invoice/request for payment must include a report summarizing Subrecipient's performance during the term of the Agreement.
9. **AUDIT REQUIREMENTS.**
- 9.1. Subrecipient will:
 - 9.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 C.F.R. Part 200, Subpart F and 2 C.F.R. Part 2400.
 - 9.1.2. 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 County.
 - 9.1.3. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
 - 9.1.4. 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.
 - 9.1.5. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

- 9.1.6. 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.
- 9.1.7. Ensure 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, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 9.1.8. Pay all costs for any audit required or requested pursuant to this Section.
- 9.2. Subrecipient status:
 - 9.2.1. 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 set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
 - 9.2.2. If Subrecipient meets or exceeds the single audit threshold in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and provide County with a copy of the required audit document within twelve months following the end of Subrecipient's fiscal year.
- 9.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management & Innovation
130 West Congress St,
Mailstop: DT-ADE-127
Tucson, Arizona 85701

10. MONITORING AND EVALUATION.

- 10.1. County will monitor Subrecipient's 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:
 - 10.1.1. Using the funding as allowed by HUD.
 - 10.1.2. Making adequate and acceptable progress in the provision of services;
 - 10.1.3. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 10.1.4. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 10.2. Subrecipient must cooperate with the County's monitoring and evaluation process and any monitoring or oversight by HUD. To the greatest extent permissible by law, and in addition to the provisions above in Audit Requirement and below in Books, Records, and Data, County, and any authorized federal, state, or local agency, will at all reasonable times have the right of access to Subrecipient's facilities. Within 60 days of award, Subrecipient must provide the core documents set forth in **Exhibit D – Subrecipient Core Documents** (1 page), as applicable, to Pima County GMI.

Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the activities funded under this Agreement on the community.

- 10.3. If County finds that Subrecipient's performance is inconsistent with the terms of this Agreement, with Uniform Guidance at 2 C.F.R. Part 200, or HUD grant guidance, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended, modified to reduce the NTE amount, or terminated.
11. **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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
12. **BOOKS, RECORDS, AND DATA.**
 - 12.1. Subrecipient will 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. In addition, Subrecipient will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
 - 12.2. To the greatest extent permissible by law, County, and any authorized federal, state, or local agency, including, but not limited to, the Arizona Auditor General's Office and HUD, 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 compliance with this Agreement.
 - 12.3. All data and data work product containing personally identifiable information collected by Subrecipient under this Agreement is confidential. Any personally identifiable information must be collected and used only for the purpose of providing the services and reports described in **Exhibit A**. Subrecipient will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Agreement. Subrecipient will destroy all data and data work product related to this Agreement after the retention period specified in 12.1, unless instructed otherwise by County.
13. **INSURANCE.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all 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. The 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.
 - 13.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its

obligations have been discharged, coverage with limits of liability not less than those stated below. 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.

- 13.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. 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.
- 13.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on 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.
- 13.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 13.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

13.2. Additional Coverage Requirements:

- 13.2.1. 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 (3) years following Agreement expiration, termination, or cancellation.
- 13.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
- 13.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 13.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 13.2.5. The Required Insurance policies may not obligate County to pay any portion of

Subrecipient's deductible or Self Insurance Retention (SIR).

- 13.2.6. 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.
- 13.3. Notice of Cancellation: Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any required insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.
- 13.4. Verification of Coverage:
 - 13.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 13.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 13.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.
 - 13.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 13.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. 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, nor the 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.
14. **INDEMNIFICATION**. To the fullest extent permitted by law, Subrecipient 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 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 judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

15. LAWS AND REGULATIONS.

- 15.1. Compliance with Laws. The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 15.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 15.3. Compliance with Special Grant Terms and Conditions. The Subrecipient will comply with the Special Federal Award Grant Terms and Conditions set forth in **Exhibit E – Special Federal Award Grant Terms and Conditions** (5 pages) of this Agreement.
- 15.4. Compliance with Federal Grant Regulations. The Subrecipient acknowledges that federal financial assistance will be used to fund this Agreement. The Subrecipient will comply with all applicable federal law, regulations, executive orders, federal funding agency policies, guidance, procedures, and directives.
- 15.5. Federal Funding Accountability and Transparency Act (FFATA). Subrecipient acknowledges that County is obligated to report on this agreement in the FFATA Subaward Reporting System (FSRS), if the NTE amount is \$30,000.00 or above and if the County is the direct recipient of HUD. If Subrecipient received 80 percent or more of gross annual revenues from Federal grants and contracts in the Subrecipient's preceding fiscal year, and \$25,000,000 or more in annual gross revenues from Federal grants and contracts; Subrecipient will report to County the names and total compensation of each of the Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
- 15.6. No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the Agreement.
- 15.7. Byrd Anti-Lobbying Amendment. Subrecipient certifies that it has not and will not use 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.
- 15.8. Debarment and Suspension. (Executive Orders 12549 and 12689)—Subrecipient certifies that they are not listed on the government wide exclusions in the System for Award Management (SAM).

- 15.8.1. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that none of its contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 15.8.2. The Subrecipient is required to provide their UEI number to Pima County.
- 15.8.3. The Subrecipient is required to notify Pima County within three business days if any Federal agency excludes Subrecipient, its contractor, principal or affiliates under Executive Order 12549 or Executive Order 12689.
- 15.8.4. The Subrecipient must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 15.8.5. This certification is a material representation of fact relied upon by County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to Pima County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

15.9. Mandatory Disclosures for Federal Awardee Responsibility/Qualification in System for Award Management (formerly FAPIIS). Subrecipient must report and maintain information in the System for Award Management (SAM.gov) about civil, criminal and administrative proceedings in connection with the award or performance of a Federal award that is pending disposition or reached final disposition within the most recent five-year period. Subrecipient must disclose within 5 days of violation, in writing to HUD 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), HUD, and 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 HUD OIG at the following addresses:

U.S. Department of Housing and Urban Development,
Office of Inspector General,
One North Central, Room 600
Phoenix, Arizona 85004

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).

15.10. Whistleblower Protection. An employee of Subrecipient or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

- 15.11. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract. Making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 15.12. Non-Discrimination.
- 15.12.1. 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. During the performance of this Agreement, 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.
- 15.12.2. As a condition of receipt of Federal financial assistance, Subrecipient acknowledges and agrees that it must comply (and require any subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
- 15.12.2.1. 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 C.F.R. Part 35).
- 15.12.2.2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin (42 U.S.C. § 2000(d) *et seq.*).
- 15.12.2.3. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, sex, or national origin (42 U.S.C. § 2000(e) *et seq.*).
- 15.12.2.4. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
- 15.13. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Subrecipient is prohibited from obligating or expending loan or grant funds to:

- 15.13.1. Procure or obtain;
 - 15.13.2. Extend or renew a contract to procure or obtain; or
 - 15.13.3. 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).
 - 15.13.4. 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).
 - 15.13.5. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 15.13.6. 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.
16. **INDEPENDENT CONTRACTOR.** Subrecipient is an independent contractor. Subrecipient and its Subrecipient's officers, agents, or employees must not be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Administrative Procedures or Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
17. **SUBCONTRACTORS.** Subrecipient 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 the Subrecipient is responsible for the acts and omissions of 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.
18. **ASSIGNMENT.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
19. **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.

20. **FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, 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.
21. **NEPOTISM.** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient.
- 21.1 For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.
- 21.2 "Administrative Capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
- 21.3 County may grant a temporary waiver of this policy where immediate family member's employment situation already exists at the time of execution of this Agreement.
22. **CONFLICT OF INTEREST.** In accordance with 2 CFR §200.318(c)(1), Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. Additionally, 2 CFR §200.112 states in part, "The Subrecipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy."
23. **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.
24. **TERMINATION BY COUNTY.**
- 24.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, 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.
- 24.2. With Cause. Either Party may terminate this Agreement at any time without advance

notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.

- 24.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and/or available monies for the purpose of maintaining County, Subrecipient, or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.
- 24.4. 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.
25. **NOTICE**. Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|-----------------------------------|--------------------------------------|
| County: | Subrecipient: |
| Dan Sullivan, Director | Anna Harper, Chief Executive Officer |
| Pima County Department of | Tucson Center for Women and Children |
| Community & Workforce Development | Inc dba Emerge! Center Against |
| 2797 East Ajo Way | Domestic Abuse |
| Tucson, AZ 85713 | 2545 E. Adams Street |
| | Tucson, AZ 85716 |
26. **NON-EXCLUSIVE AGREEMENT**. 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.
27. **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.
28. **PUBLIC RECORDS**.
- 28.1. Disclosure. Pursuant to 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 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. If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event 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 10 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.

29. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

29.1. 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 its 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.

29.2. Books & 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.

29.3. 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, 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.

29.4. Subcontractors. Subrecipient will advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Section 28 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 ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

30. **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.

31. **FORCED LABOR OF ETHNIC UYGHURS.** Pursuant to A.R.S. § 35-394, if Subrecipient

engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Agreement 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 Subrecipient becomes aware during the term of the Agreement that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. **AMENDMENT.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
33. **CITED LAWS AND REGULATIONS.** Laws and regulations cited in this agreement may be modified after execution of the Agreement. Such modifications shall be assumed to be incorporated into the Agreement and may be used to update its provisions without requiring a formal amendment.
34. **HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
35. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors



Authorized Officer Signature

Date

Anna Harper, CEO

Printed Name and Title

02/06/25

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Kyle Johnson

Deputy County Attorney


Kyle Johnson

Print DCA Name

02/05/2025

Date

APPROVED AS TO CONTENT



Department Head

2/7/25

Date

Exhibit A (2 Pages)
Scope of Services

1. **PROJECT PURPOSE.** The Program Goal for Emergency Shelter is to provide decent, affordable housing and stability to victims of domestic violence. The Comprehensive Services Program (“the Program”) is conducted by Subrecipient located at, 2545 E. Adams Street Tucson, AZ 85716. Subrecipient provides the Program at the shelter and scattered site locations. Addresses are confidential to protect the privacy and safety of those receiving services.
2. **PROJECT ACTIVITIES.** Subrecipient will provide Emergency Shelter services pursuant to 24 CFR § 576.102 for at least 400 persons (primarily women and children) who are victims of domestic violence. Subrecipient will provide the following ESG Emergency Shelter services at a non-congregate shelter site:
 - 2.1. Emergency Shelter Services. Subrecipient will provide basic items and transportation assistance to participants, including but not limited to food (no gift cards); clothing; hygiene items; transit passes; and taxi or ride-sharing services.
 - 2.2. Homeless Certification. Subrecipient will complete **Attachment A-1 Emergency Solutions Program Homeless Certification** (4 pages), **Attachment A-2 Emergency Solutions Grants Homeless Self-Certification** (1 page), and **Attachment A-3 Homelessness Certification – Emergency Shelter** (2 pages) for each Program applicant.
 - 2.3. Evaluations. After the conclusion of services to a participant, Subrecipient will administer a confidential survey to obtain feedback on program effectiveness. County expects that 90 to 100% of survey respondents will report increased safety and knowledge of domestic violence and its effects on their life; improved self-sufficiency and ability to make informed choices about their situation; increased sense of control of their life and sense of wellbeing; and achievement of at least one goal in her personal case management plan.
 - 2.4. Matching Funds. Subrecipient will provide at least \$33,010.00 in eligible matching funds to match 100% of the total ESG allocation. Subrecipient will comply with additional conditions applicable to these funds including but not limited to matching funds provided by Subrecipient must comply with 24 CFR § 576.201(c). Subrecipient will provide to County a list of matching funds with each draw-down of ESG funds. Subrecipient will enter data regarding program participants served with matching funds into Homeless Management Information System (“HMIS”) and report the data in the Consolidated Annual Performance and Evaluation Report (CAPER).
 - 2.5. Program Written Standards. Subrecipient will comply with **Attachment A-4 Tucson Pima Collaboration to End Homelessness CoC Program Written Standards** (17 pages) established by the Continuum of Care (“the written standards”).
3. **PERFORMANCE MEASURES, DELIVERABLES, AND TIMELINES.**
 - 3.1. Performance measure for this program is as follows:
 - 3.1.1. Victims of domestic violence at risk of harm and of becoming homeless will, ultimately, obtain and sustain permanent affordable housing.

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 service levels and outcomes:

400 individuals	Receive emergency shelter services. (Each member of a family served is counted for this metric.)
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3.3. Subrecipient will achieve either the Performing or High Performance Standards listed on **Attachment A-5 Tucson Pima Collaboration To End Homelessness ESG Performance Standards** (1 page).

4. REPORTS AND DEADLINES.

- 4.1. Subrecipient will use HMIS or a comparable database for ESG data collection and to submit quarterly reports via County's online reporting application system.
- 4.2. Subrecipient will submit quarterly Data Quality Completion Reports to Magali Lopez (Magali.Lopez@pima.gov) and Yvette Gonzales (Yvette.Gonzales@pima.gov).
- 4.3. All reporting provisions survive termination of this Agreement.

Attachment A-1 Emergency Solutions Program Homeless Certification (4 Pages)

Emergency Solutions Program 2024-2025
HOMELESS CERTIFICATION

Applicant I.D Name/Number _____

Authorized Agency Representative Signature: _____ 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 3rd 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: _____

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**

Page 3 of 4

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:

Head of Household/Intake Staff Signature: _____ Date: _____

Authorized Agency Representative Signature: _____ Date: _____

Attachment A-2 Emergency Solutions Grants Homeless Self-Certification (1 Page)

Emergency Solutions Grants (ESG) Homeless Self-Certification

Name of individual/head of household: _____

I, _____, hereby certify _____

I certify that the information given in this statement is true and accurate to the best of my knowledge. I understand the information I have provided is subject to verification of program staff to determine and confirm eligibility of Housing and Urban Development (HUD) program participation and/or supportive services. I understand that false information may result in the termination of services.

Applicant Signature

Date

Program Staff Signature

Date

Attachment A-3 Homelessness Certification – Emergency Shelter (2 Pages)

EMERGENCY SOLUTIONS GRANT HOMELESSNESS CERTIFICATION – EMERGENCY SHELTER

ESG Household Name: _____ Date: _____

This is to certify the above individual or household is currently homeless based on the category checked and required documentation.

CATEGORY 1: Literally Homeless

- Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or**
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs).
- To certify homeless status for the above, must provide documentation of one of the following:**
- Written observation by the outreach worker; **or**
 - Written referral by another housing or service provider; **or**
 - Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter (use self-certification form)
- Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (**documentation must include one of the above forms of evidence AND one of the following**).
- Discharge paperwork **or** written/oral referral; **or**
 - Written record of intake worker's due diligence to obtain above evidence **and** certification by individual that they exited institution (use self-certification form)

CATEGORY 2: Imminent Risk of Homelessness

- Individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) Residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
- Documentation must include one of the following:**
- A court order resulting from an eviction action notifying the individual or family that they must leave; **or**
 - For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay (use self-certification form); **or**
 - An oral statement that residence will be lost within 14 days of the date of application for homeless assistance that if verified by an intake worker **or**
 - If the intake worker is unable to verify the oral statement, must document due diligence in attempting to obtain verification and obtain written certification by the individual or head of household seeking assistance (use self-certification form)
- In addition to one of the above, documentation must include ALL of the following:**
- Certification that no subsequent residence has been identified (use self-certification form); **AND**
 - Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing (use self-certification form).

CATEGORY 4: Fleeing/Attempting to Flee Domestic Violence

- Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; **and**
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Documentation required:

For victim service providers:

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

For non-victim service provider (must document all of the following):

- Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification (use self-certification form) **or** by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; **and**
- Certification by the individual or head of household that no subsequent residence has been identified (use self-certification form) **and**
- Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing (use self-certification form)

Intake Staff Name: _____

Intake Staff Signature: _____

Date: _____

Attachment A-4 CoC Program Written Standards (17 Pages)

TUCSON PIMA COLLABORATION TO END HOMELESSNESS COC PROGRAM WRITTEN STANDARDS

Adopted April 28, 2015, Amended Jan. 26, 2016, June 28, 2016 and May 11, 2017; Dec. 18, 2018; Feb. 26, 2019;
, June 26, 2019, January 24, 2023, March 28, 2023

Introduction & Purpose
Key Terms
General Policies
Performance Standards
Prioritization for HUD-VASH Housing
Permanent Supportive Housing
Rapid Rehousing
Transitional Housing
Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification)
Appendices

INTRODUCTION & PURPOSE

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

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

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

- Create and maintain a centralized or coordinated entry system that provides an initial, comprehensive assessment of the needs of families and individuals for housing and services
- Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive transitional housing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance.
- Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive permanent supportive housing assistance.
- Promoting person-centered and culturally responsive approaches to preventing and ending homelessness in Tucson and throughout Pima County.

KEY TERMS

Beds

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

Person-Centered

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

Cultural Responsiveness

Cultural responsiveness refers to services that are respectful of, relevant to, honor, and uplift the beliefs, practices, culture, and linguistic needs of diverse populations and communities. That is, communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity to respond to the issues of diverse communities and requires knowledge and capacity at different levels of intervention: systemic, organizational, professional, and individual. Research suggests that providing culturally responsive care has the potential to lead to improved:

- Access and equity for all groups in the population.
- Utilization of available housing and service assistance among disparately impacted communities.
- Communication and understanding of meanings between participants and providers resulting in:
 - Increased participation in beneficial services.
 - Clearer expectations.
 - Reduced programmatic and adverse events.
 - Improved participant satisfaction.
 - Long-term outcomes.
 - Safety and quality assurance
 - Business practice and better use of resources

Cultural responsiveness thus may be viewed as a viable strategy to improve the links between access, equity, quality and safety; improve housing and stability outcomes among culturally and linguistically diverse populations; and as a strategy to enhance the cost effectiveness of service delivery.

Chronically Homeless

An individual or family is chronically homeless when the person or head of household (adult or minor) meets all three criteria established as the final rule for 24 CFR Parts 91 and 578 as amended December 4, 2015. The three criteria are that the person/family:

- Has a qualifying disability (a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability)

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

Equal Access:

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

This community houses people based on the person's self-identified gender and expressly prohibits organizations from questioning, requiring documentation of, or otherwise interrogating any individual's self-reported gender. This community recognizes the HUD Final Rule and all amendments published 2/3/2012, 9/21/16 and the Notice on Equal Access Regardless of Sexual Orientation, Gender Identity, or Marital Status for HUD's CPD Programs.

Gender Identity

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

Homeless

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

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

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

Housing First

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

LGBTQIA+

This is an acronym for "lesbian, gay, bisexual, transgender or transsexual, questioning or queer, intersex, asexual, and other sexual orientations and gender identities." It is intended to honor and validate the diversity of sexualities and gender identities of people who do not identify as cisgender and/or heterosexual.

Permanent Supportive Housing (PSH)

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

Rapid Rehousing (RRH)

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

Safe Haven

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

Severity of Service Needs

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

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

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

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

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

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

SPDAT (Service Prioritization Decision Assistance Tool)

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

Transitional Housing (TH)

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

TPCH

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

Victim Service Provider

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

GENERAL POLICIES

Family Admission and Non-Separation
Ensuring Educational Rights
Promoting Cultural and Linguistic Responsiveness
Persons Fleeing Domestic Violence
Persons Identifying as LGBTQIA+
Housing First

Family Admission and Non-Separation

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

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

Ensuring Educational Rights

CoC and ESG recipients and subrecipients may not make decisions regarding the educational participation of children receiving services and may not require or limit educational decision-making of parents/guardians except where required to do so by Federal or State regulation or statute. Consistent with the CoC Program Interim Rule 578.23 and 578.93 (e), all CoC and ESG program funded recipients and subrecipients assisting families with children or unaccompanied youth must:

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

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

Promoting Cultural and Linguistic Responsiveness

Given the cultural and linguistic diversity of Pima County's population it is incumbent on homeless service agencies and providers to ensure both equitable access to, and the provision of, quality services for the whole population. This requires that service agencies and professionals be able to respond appropriately to the needs of the diverse communities they serve.

The following guidelines and principles are adopted by TPCB to promote cultural and linguistic responsiveness within all services provided for people experiencing or at risk of experiencing homelessness and expected of Emergency Solutions Grant and Continuum of Care Program Grant projects:

- Every person shall be entitled to high-quality care regardless of their cultural, ethnic, linguistic, or religious background or beliefs.
- Understanding and addressing the links between ethnicity, culture and language will care and outcomes for culturally and linguistically diverse communities. Persons working in and/or administering homeless service programs shall receive training that includes foundational concepts of equity, cultural humility, and inclusivity as well as detailed information about the cultural practices and beliefs of communities disparately impacted by homelessness and/or commonly served by the provider agency.
- Agency services shall be made available in the preferred language of the program participants and, whenever possible, by persons who reflect the culture and/or linguistic traditions of the participant. Translation services must be made available to all participants at no cost to the participant and programmatic forms must be provided in participants' preferred language upon request.
- Participants may not be required to participate in services or activities that the participant identifies as inconsistent with their cultural, ethnic, religious, or linguistic traditions except where required by federal regulation and/or statute governing the project.
- Participants may not be prohibited from or otherwise disincentivized from participating in activities that the participant identifies as important to their cultural, ethnic, religious, or linguistic traditions except where prohibited by federal regulation and/or statute governing the project.

Persons Fleeing Domestic Violence

Consistent with the CoC Program Interim Rule 24 CFR Part 578.5 (8), all CoC program funding recipients and subrecipients will provide safe, confidential and equal access to TPCB's "no wrong door" coordinated entry process and referrals to either

domestic violence service providers or CoC or ESG funded project recipients and subrecipients for families and individuals who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking regardless of whether or not they consent to share their data through the HMIS.

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

All CoC grant recipients and subrecipients within the CoC geographic area will make all efforts to: protect the privacy and safety of domestic violence survivor; uphold client choice by presenting a range of housing and service options; and ensure that housing, once established, is not endangered because of reports of domestic violence or re-victimization. TPCH will offer staff training on dealing with those fleeing domestic violence and/or trauma informed care no less than annually.

In compliance with under §578.51 (c)(3), any program participants who have complied with all program requirements during their residence and who have been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence), if they remain in the assisted unit, and are able to document the violence and basis for their belief, may retain the rental assistance and may move to a different CoC geographic area if they move out of the assisted unit to protect their health and safety and the CoC to which they are moving did not participate in the decision to move.

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

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

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

Persons Identifying as LGBTQIA+

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

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

Leavers who Increased Income	≥ 40%	39 - 21%	≤ 20%
Leavers with non-cash benefits	≥ 50%	49 - 41%	≤ 40%
Exits to PH	≥ 96%	95 - 91%	≤ 90%

PRIORITIZATION FOR HUD-VASH HOUSING

1. Chronically homeless Veterans will be given the highest priority for admission.
2. Admission decisions are to be prioritized by highest need for HUD-VASH, BASED ON Veteran’s acuity per clinical judgment and resources availability.
3. Where there are no chronically homeless Veterans, admissions to HUD-VASH will use the HUD Notice CPD-16-11, *Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing*, in the following order of priority:
 - a) **First Priority.** Homeless persons with a disability with long periods of episodic homelessness and severe service needs.
 - b) **Second Priority.** Homeless persons with a disability with severe service needs.
 - c) **Third Priority.** Homeless persons with a disability coming from places not meant for human habitation, safe havens, or emergency shelters without severe service needs.
 - d) **Fourth Priority.** Homeless persons with a disability coming from transitional housing.
 - e) **VA Priority Populations.** Homeless Veterans who do not meet criteria for chronic homelessness or the priority groups above may be prioritized for VA-funded Permanent Supportive Housing (PSH) if they demonstrate a need for ongoing case management based on clinical assessment. Additional priority populations include, but are not limited, to the following Veterans: women, those with children, those who served in Operation Enduring Freedom/Operation Iraqi Freedom/Operation New Dawn (OEF/OIF/OND), aging Veterans, those with a debilitating clinical condition that does not meet formal disability criteria, and those with an extensive homeless history that does meet other criteria above.
4. If there are no available case management openings or vouchers, the Veteran will be placed on a HUD-VASH Interest List. The Veteran will be provided with information about HUD-VASH, and when appropriate, the HUD-VASH case management team will invite the Veteran to participate in any existing HUD-VASH pre-admission groups, as available. However, Veterans in this category must be referred to other VA and community resources to address their current needs. HUD-VASH staff must document the referral, in CPRS, and note that the reason for denial was a lack of an available voucher or case management openings. Denials for lack of an available voucher should be recorded as such in HUD-VASH Homeless Operations Management and Evaluation System (HOMES) as well.
 - a) Veterans who are placed on a HUD-VASH Interest List must be reassessed, by HUD-VASH program Coordinator, or their designee, when a voucher becomes available so that the Veteran most in need is admitted to the program.
 - b) Veterans on the HUD-VASH Interest List must have a warm handoff to other VA and/or community programs that can assist with ongoing clinical and housing needs

PERMANENT SUPPORTIVE HOUSING

Community Priorities

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

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

Documentation and Move-In Requirements

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

Community Priorities

When housing members of the community, this community prioritizes families and individuals with severe service needs who have experienced two or more years of homelessness. This community follows guidelines set forth in (Notice: CPD-16-11). Case conferencing will be used to further ensure appropriate matching, client choice, and navigation into housing and associated support services offerings.

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

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

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

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

TPCH seeks to end chronic homelessness. Certain CoC-funded beds have been dedicated or prioritized to serve families and individuals experiencing chronic homelessness. Only persons experiencing chronic homelessness (CH) will be served in CH-dedicated or CH-prioritized beds until all people facing chronic homelessness within our geographic boundaries have been offered housing. TPCH recognizes those with severe service needs who have been homeless for two years or more over the course of their lives as prioritized for housing. We give first opportunity to those who are unsheltered. Families and individuals with moderate and low service needs are not currently served with these beds.

TPCH prioritizes these beds as follows:

- 1) Severe Service Needs & 2+ years homeless & unsheltered
- 2) Severe Service Needs & 2+ years homeless & sheltered

When priority populations are housed, TPCH will offer housing to the remaining families and individuals facing CH as follows:

- 3) Severe Service Needs & Less than 2 years homeless & unsheltered
- 4) Severe Service Needs & Less than 2 years homeless & sheltered

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- 5) High Service Needs & 2+ years homeless & unsheltered
- 6) High Service Needs & 2+ years homeless & sheltered
- 7) High Service Needs & Less than 2 years homeless & unsheltered
- 8) High Service Needs & Less than 2 years homeless & sheltered

Beds Classified as Not Dedicated or Prioritized for CH

This community will follow the above prioritization levels for these beds until the community has determined that we have housed families and individuals who meet the definition of chronic homelessness within our geographic boundaries. When that has been achieved, these beds will be prioritized to those with high service needs, a disability, and have experienced at least 2 years of cumulative lifetime homelessness. Families and individuals with moderate and low service needs are not currently served with these beds.

1. Severe Service Needs, with a disability, with 2 or more years homeless
2. Severe Service Needs with a disability

After everyone in the above groups has been offered housing, TPCH prioritizes the remaining households as follows:

3. Severe Service Needs, 2 or more years homeless
4. Severe Service Needs
5. High Service Needs, with a disability, with 2 or more years homeless
6. High Service Needs, with a disability
7. High Service Needs, 2 or more years homeless
8. High Service Needs

Timelines for Obtaining Documentation of Chronic Homelessness

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

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

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

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

Timelines for Accessing Housing

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

RAPID REHOUSING PROGRAMS

Introduction

Rapid rehousing assistance helps families and individuals who are experiencing homelessness to move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services. Rapid rehousing rental assistance is available for a maximum of 24 months within a three-year period, which may not be consecutive. Participants may maintain their housing units once the rental assistance has ended by paying full rent to the property. Rapid rehousing uses Fair Market Rates (FMR) established annually by HUD <http://www.huduser.org/portal/datasets/fmr.html> which includes utility allowances and other funding requirements— with the goal to provide assistance for the shortest amount of time possible based on the needs of those being served, while allowing up to the maximum amounts and periods of assistance (up to 24 months) by not imposing time-limits across the board. This will allow providers to tailor effective assistance to the specific needs and acuity of the households served in order to ensure maximum housing stability and improved outcomes.

Providers will determine for each client the number of months the assistance is needed—there is no such thing as an “automatic” approval for three months of assistance—some clients may receive no rental assistance, one month’s rental assistance, or three months rental assistance. For those with zero income, 100% rental assistance is allowed.

Over time, the client will work towards housing stabilization and gradually take over rent payments independently. It is expected that clients are gaining income and instances of zero income will be rare. Other Financial Assistance Programs may provide non-refundable fees and deposits, refundable security deposits, and utility deposits for program participants. Depending on the funding source, some programs may provide utility assistance payments and application fees.

It is recognized that circumstances will differ for each client and unexpected events can occur during the course of assistance. Exceptions can be made at any level of assistance for extraordinary circumstances if it will increase the likelihood of a successful housing outcome.

Average length of Rapid Rehousing assistance

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

Priorities for which families and individuals will receive Rapid Rehousing assistance

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

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

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

Rental assistance provided under RRH is tailored to the household’s needs and will be no more, or no less, than what the household needs. Households will move to paying full contract rent as soon as possible.

RRH program case managers will assess households to determine the % of contract rent they will be paying prior to moving in and each month thereafter. This determination will not follow a prescribed schedule; households shall pay the maximum amount of rent they can afford from the beginning. Efforts to charge them less rent so they can save money are discouraged. The % of contract rent that households pay may increase, and decrease, over the course of their participation as their household income changes. The program may select any % contract rent, but assistance typically fits under one of these four tiers:

- Tier 1: The program pays 100% of the contract rent
- Tier 2: The program pays 67% of the contract rent
- Tier 3: The program pays 33% of the contract rent
- Tier 4: The program pays 0% of the contract rent

These tiers are not required to be followed consecutively. Households are expected to start at the tier that fits their current income situation and move to Tier 4 as quickly as possible, sometimes skipping some of the tiers.

Standards regarding utility assistance

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

Standards for case management with Rapid Rehousing Assistance.

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

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

TRANSITIONAL HOUSING

Introduction

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

Community Priorities

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

Eligibility

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

Documentation Protocol

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

EVALUATING & DOCUMENTING ELIGIBILITY

HUD further defines homelessness into various categories. This section contains the category definitions and documentation
TPCH Continuum of Care Written Standards_amended_March 28, 2023

requirements for each level of homelessness. Procedures for evaluating and documenting eligibility are unique to each category of homelessness. HUD has two levels of documentation; Level 2 is only acceptable if level 1 documentation cannot be obtained.

Literally Homeless (also referred to as Category 1)

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

Level 1 Options:

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

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

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

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

- Discharge paperwork or written/oral referral
- Written record of intake worker's due diligence to obtain the evidence and certification by individual that they exited institution

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

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

Level 1 Options:

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

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

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

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

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

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

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

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

Fleeing/Attempting to flee domestic violence (Category 4)

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

For victim service providers:

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

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

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

Chronically Homelessness

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

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

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

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

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

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

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

REFERENCES

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

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

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

Attachment A-5
Tucson Pima Collaboration To End Homelessness ESG Performance Standards (1 Page)

TUCSON PIMA COLLABORATION TO END HOMELESSNESS ESG PERFORMANCE STANDARDS

Rapid Rehousing Measures	Low	Performing	High
Housing First Approach	<100%	100%	100%
Accepted Referrals from Coordinated Entry	≤89%	90-99%	100%
Grant Expenditure (not measured by CoC for ESG recipients)	≤89%	≥90%	100%
Bed Utilization Rate	≤89%	≥90%	100%
Leavers with Income	≤50%	51-74%	≥75%
Exits to Permanent Housing	≤89%	91-95%	≥96%
Data Quality	≤89%	90-95%	≥96%

Emergency Shelter Measures	Low	Performing	High
Households with Known Destination	≤59%	60-79%	≥80%
Exits to Permanent Housing	≤59%	60-79%	≥80%
Bed Utilization	≤64%	65-84%	≥85%
Data Quality	≤89%	90-95%	≥96%

Homeless Prevention Performance Measures	Low	Performing	High
Households with Known Exit Destinations	≤89%	90-94%	≥95%
Exits to Permanent Housing	≤79	80-94%	≥95%
Data Quality	≤89%	90-95%	≥96%

Street Outreach Performance Measures (no goals established by others, used SysPM to develop these)	Low	Performing	High
Exits to Positive Housing (permanent housing, temporary destinations except street/place not meant for human habitation, and positive institutional settings)	≤34%	35-64%	≥65%
Data Quality	≤89%	90-95%	≥96%

Approved – 8/27/19

Exhibit B (1 Page)
Compensation and List of Unallowable Costs

1. **BUDGET PERIOD: 10/01/2024 – 09/30/2025 (12 months)**

2. **COMPENSATION**

2.1. County will reimburse Subrecipient's expenses in accordance with the budget set forth below. Invoices submitted with monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices shall be submitted to the County no later than the 15th of the month following the end of the month being invoiced for. County will pay invoices no later than 30 days from receipt of invoice and monthly report. County reserves the right to audit Contractor's financial records as relates to the performance of duties under this Agreement.

2.2. Total amount for this Budget Period is \$33,010.00.

2.3. Subrecipient has elected not to collect indirect costs.

Budget Line Items	Direct Costs	Total
Shelter Operations	\$33,010.00	\$33,010.00
Total Direct Costs		\$33,010.00
Indirect Costs (0% per entity's election not to collect indirect costs)		\$0.00
Match requirement (100% of awarded amount)		\$33,010.00
TOTAL BUDGET		\$66,020.00

3. **VARIANCE OR REPROGRAMMING:**

Reallocation(s) or budget variance(s) between budget categories must be approved by Pima County Grants Management & Innovation Director.

4. **UNALLOWABLE COSTS:**

- Alcoholic beverages
- Entertainment
- Fines, penalties, damages, and other settlements
- Pre-award costs
- Lobbying activities

EXHIBIT C

PIMA COUNTY INVOICE REQUEST SAMPLE

Invoice For The Month Of _____, 2023

PLEASE SEND INVOICE TO THE ATTENTION OF:	AGENCY INVOICE INFORMATION:	FEDERAL FUNDING INFORMATION _____
		INV DATE _____
		PROGRAM NAME _____
		INVOICE # _____ CFDA # <u>93.391</u>

APPROVED BUDGET & BILLING DETAILS (07/01/22-06/30/23)

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	Mar-20 Billed Amt	Apr-20 Billed Amt	May-20 Billed Amt	Jun-20 Billed Amt	Jul-20 Billed Amt	Aug-20 Billed Amt	Sep-20 Billed Amt	Oct-20 Billed Amt	Nov-20 Billed Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
Salary	-										-	-
Fringe Benefits	-										-	-
Travel	-										-	-
Supplies	-										-	-
Contractual Services	-										-	-
Other	-										-	-
Indirect	-										-	-
TOTAL CONTRACT BILLING	-	-	-	-	-	-	-	-	-	-	-	-

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES:

Agency Preparer Signature - please print & sign	Date	Contact Phone Num/Ext	Agency Authorized Approver Signature - please print & Contact Phone Num/Ext
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_____ Date bill rcv'd/Initials _____ Date rtrnd for corrections/Initials **~~~~~FOR PIMA COUNTY USE ONLY~~~~~** _____ Date rvwd & submitted for payment/Initials

EXHIBIT D (1 Page)
Subrecipient Core Documents

All Subrecipients are required to submit the following core documents to County within 60 days of approval of this Agreement. Core documents may be submitted via email to GMIagreements@pima.gov or via Surface Mail to Grants Management & Innovation, Grants Admin Compliance Division, 130 W. Congress, DT-ADE-127, Tucson, Arizona 85701.

1. Audited Financial Statement(s)(most current)
2. Single Audit in accordance with the audit requirements at 2 C.F.R. § 200.501(a):

Non-Federal entities that expend \$100,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) such as:
 - Procurement/Purchasing Policy(ies)
 - Procedure for budgeting grants
 - Personnel Policies
 - Drug-free Workplace Policy
 - Code of Conduct
 - Conflict of Interest
 - Whistleblower Protection
 - Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants such as:
 - Cost Allocation Plan
 - Cash Management Procedure(s)
 - Methodology for reporting accrued expenditures for Pima County contracts
 - Financial Management Systems
 - Determination of Allowable costs
 - Financial Reporting
 - Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by a Federal agency). Per 2 CFR 200.332(a)(4), Pima County will accept the following types of indirect cost rates:
 - An approved federally recognized indirect cost rate negotiated between the entity and the Federal Government; or
 - If no such rate exists, a de minimis indirect cost rate as defined in 2 C.F.R. § 200.414(f).

If additional documents are required, Subrecipient will be notified by the County.

Exhibit E (5 Pages)
Special Federal Award Grant Terms and Conditions

PROCUREMENTS FOR MATERIALS

1. DOMESTIC PREFERENCES FOR PROCUREMENTS.

1.1. As appropriate, and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

1.2. For purposes of this clause:

1.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. RECOVERED MATERIALS. A Subrecipient entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1. Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, per 2 C.F.R. § 200.321.

3.2. Affirmative steps must include:

3.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- 3.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 3.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.2.6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 3.2, (3.2.1) through (3.2.5) of this section.

PUBLICATIONS AND INVENTIONS

1. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
2. **COPYRIGHT AND DATA RIGHTS.** The Subrecipient grants to County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license to data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this contract, the Subrecipient will identify such data and grant to County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Subrecipient will deliver to County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by County.

ENVIRONMENTAL REGULATIONS

1. **CLEAN AIR ACT.**
 - 1.1. The Subrecipient agrees to comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act as amended, 42 U.S.C. § 7401 et seq.
 - 1.2. The Subrecipient agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 1.3. The Subrecipient agrees to include these requirements in each subcontract exceeding its Simplified Acquisition Threshold or \$250,000, whichever is lower, financed in whole or in part with Federal assistance.
2. **NATIONAL ENVIRONMENTAL POLICY ACT.** Where applicable, the Subrecipient will work with County and Federal funding agency on any required environmental review of their proposed actions and of the environmental impact of activities funded with federal assistance, in order to ensure informed decision-making and public input.
3. **NATIONAL HISTORIC PRESERVATION ACT.** Where applicable, the Subrecipient will work with County and Federal funding agency on any required consultation process with the Arizona State Historic Preservation Office (SHPO) prior to commencing the project to ensure compliance with Section 106 of the National Historic Preservation Act.
4. **ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT.** Subrecipient agrees to notify County if performing a construction project wherein archeologically significant artifacts or similar items are discovered after construction has begun and agrees to coordinate with County and SHPO on all required preservation and repatriation activities.

HEALTHCARE REGULATIONS

1. **PROTECTED HEALTH INFORMATION.** No protected health information as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be collected, stored, disclosed or shared in the performance of this Agreement.

STATUTORY AND NATIONAL POLICY REQUIREMENTS

1. **SERVING YOUTH WHO LACK 3RD PARTY DOCUMENTATION OR LIVE IN UNSAFE SITUATIONS.** Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.
2. **VIOLENCE AGAINST WOMEN ACT.**
 - 2.1. As applicable, Subrecipient will comply with the notice, documentation, certification, confidentiality, and remedy requirements in 24 C.F.R. Part 5, Subpart L as supplemented by 24 C.F.R. § 576.409.
 - 2.2. As required by 24 C.F.R. § 576.409(f), Subrecipient agrees not to deny admission to or remove from emergency shelter an individual or family on the basis or as a direct result of the fact that they have been the victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
3. **TRAFFICKING VICTIMS PROTECTION ACT.** This award is subject to termination, without penalty, if the subrecipient:

- 3.1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 3.2. Procures a commercial sex act during the period of time that the award is in effect; or
 - 3.3. Uses forced labor in the performance of the award or subawards under the award.
4. **SECTION 504 OF THE REHABILITATION ACT OF 1973.** Section 504 (29 U.S.C. § 794) and HUD's implementing regulations (24 C.F.R. part 8) prohibits discrimination based on disability in any program or activity receiving federal financial assistance. Recipients of federal financial assistance may not deny a qualified individual with disabilities the opportunity to participate in or benefit from housing, or an aid, benefit, or service. Recipients must provide equal benefits to individuals with disabilities. Recipients may not provide different or separate benefits to individuals with disabilities, unless necessary to provide such individuals with benefits that are equally effective to those provided others. Recipients must administer programs and activities receiving Federal financial assistance in the most integrated setting appropriate to the needs of qualified individuals with disabilities. Section 504 applies to actions taken directly and actions taken through contractual arrangements.
- 4.1. Under Section 504 and HUD's implementing regulations, recipients must provide reasonable accommodations for persons with disabilities. A reasonable accommodation is a change, adaptation, or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job.
 - 4.2. Recipients must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public, such as providing auxiliary aids and services, including American Sign Language interpreters and alternate format documents (e.g., Braille, large print, accessible electronic communications) for persons with disabilities.
5. **ACCESSIBLE TECHNOLOGY.** Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients and subrecipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. In addition, the recipient and subrecipient(s) must assure their program and activities are carried out in compliance with applicable requirements in Section 504 of the Rehabilitation Act, HUD's implementing regulations in 24 CFR part 8, and, where applicable, the Americans with Disabilities Act. HUD's regulations require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities. For more information, see HUD's policy on Section 508 of the Rehabilitation Act and Accessible Technology.

PRIVACY ACT REQUIREMENTS RELATED TO SAFEGUARDING RESIDENT/CLIENT FILES.

In maintaining resident and client files, funding recipients shall observe all applicable privacy laws, including state, local, and tribal laws concerning the disclosure of records that pertain to individuals and take reasonable measures to ensure that all such files are safeguarded, including

when reviewing, printing, or copying client files. Federal requirements will apply where state, local, or tribal laws are inconsistent with Federal requirements, to the extent such Federal requirements preempt state, local, and tribal laws. When collecting or maintaining personally identifiable information for inclusion in a HUD system of records as defined by the Privacy Act, recipients shall comply with agency rules, regulations, or other requirements issued under the Privacy Act as applicable, including, but not limited to 24 CFR Part 5 Subpart B, PIH-2015-06, and other related issuances.