



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 1/2/2018

Award Contract Grant

or Procurement Director Award

***=Mandatory, information must be provided**

***Contractor/Vendor Name/Grantor (DBA):** Southern Arizona Aids Foundation

***Project Title/Description:**
Positive Directions Project ("the Program")

Office:
375 S. Euclid Avenue
Tucson Arizona 85719

Housing:
Addresses are confidential to protect the privacy
of those receiving services

***Purpose:**
Provide safe, affordable housing (either permanent supportive housing or tenant-based rental assistance) and supportive services to persons living with HIV/AIDS and their households through the U.S. Department of Housing and Urban Development ("HUD") Housing Opportunities for Persons with AIDS Program ("HOPWA").

***Procurement Method:**
Funding Agreement per Board of Supervisors Policy E 36.1

Attachments: Contract CT-CD-18*0176

***Program Goals/Predicted Outcomes:**
Goal: Safe, affordable, permanent housing for individuals living with HIV/AIDS and their households.

Predicted outcomes: Individuals and their households living with HIV/AIDS provided HOWPA resources, including supportive services, permanent supportive housing or TBRA, will avoid homelessness in Pima County.

***Public Benefit:**
Pima County residents living with HIV/AIDS and their households will have access to safe, affordable housing and supportive services.

***Metrics Available to Measure Performance:**

Number served	Category	Timeframe	Achievement
9	Household	At any point in time	Live in permanent supportive housing owned and operated by Awardee
40	Household	At any point in time	Receive TBRA for housing at scattered sites throughout Pima County
60	Individual (person w/ HIV/Aids or household member)	Contract term	Receive case management and other supportive services

***Retroactive:**
Yes, HUD awarded this three year contract to be effective on July 1st, 2017. The award was approved by HUD in late summer (August 31st, and the BOS approved the grant on September 19th. The SAAF scope and budget were finalized after the award was approved.

*To: CoB - 12-13-17
Ver. - 1
Opps. - 23
(1)*

Contract/Award Information

Document Type: CT Department Code: CD Contract Number (i.e.,15-123): 18-0176
Effective Date: 7/1/2017 Termination Date: 6/30/2020 Prior Contract Number (Synergen/AMS): N/A
 Expense Amount: \$* 1,316,553 Revenue Amount: \$ _____

*Funding Source(s) required: U.S. Department of Housing and Urban Development ("HUD")
Funding from General Fund: Yes No If Yes, \$ _____ % _____
Contract is fully or partially funded with Federal Funds? Yes No
*Is the Contract to a vendor or subrecipient? Subrecipient Vendor
Were insurance or indemnity clauses modified? Yes No
If yes, attach Risk's approval
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment/Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/AMS) _____
 Expense or Revenue Increase Decrease Amount This Amendment: \$ _____
Is there revenue included? Yes No If yes, \$ _____
*Funding Source(s): _____
Funding from General Fund: Yes No If Yes, \$ _____ % _____

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

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____
Effective Date: _____ Termination Date: _____ Amendment # _____
 Match Amount: _____ Revenue Amount: \$ _____
*All funding Source(s) _____
*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)?** N/A

Contact: Denise Sauer, Contract Specialist 4-2772 / John Matheny, Program Coordinator 724-8779
Department: Community Development & Neighborhood Conservation Telephone: 724-8779
Department Director Signature/Date: Margaret M. Kutz 12/11/2017
Deputy County Administrator Signature/Date: J. Sauer 12/12/2017
County Administrator Signature/Date: Chris DeLuca 12/12/17
(Required for Board Agenda/Addendum Items)

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT

NO. CT-CD-18-176
AMENDMENT NO. _____
 This number must appear on all invoices, correspondence and documents pertaining to this contract.

Program Name: *Positive Directions Program*
 HUD Housing Opportunities for Persons with AIDS (HOPWA)

Awardee: Southern Arizona AIDS Foundation
 375 South Euclid Avenue
 Tucson, Arizona 85719

DUNS No.: 19733573000000

Project Description: Tenant-based rental assistance (“TBRA”); operations and maintenance funds for permanent supportive rental housing units; support services including case management, and administrative activities that benefit persons living with HIV/AIDS in Pima County.

Contract Term: July 1, 2017 through June 30, 2020

Amount: \$1,316,553.00

Funding: U.S. Department of Housing and Urban Development

Federal Contract No. HOPWA170003-01-01

Federal Award Date: 7/1/2017

CFDA	Program Description	Nation Funding	Pima County Award
14.241	Housing Opportunities for Persons with AIDS (HOPWA)	FY 2017 \$356,000,000.00	\$1,353,465.00

Is this a Research and Development Contract: Yes No

Awardee is a Subrecipient Contractor

This Agreement is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona, and Southern Arizona AIDS Foundation (“Awardee”), a non-profit corporation registered to do business in the State of Arizona.

RECITALS

- A. 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.
- B. On March 31, 2017, County, as Grantee, and Awardee, as Project Sponsor, submitted an application to the U.S. Department of Housing and Urban Development (“HUD”) seeking renewal of the Positive Directions-Housing Opportunities for Persons with AIDS (“HOPWA”) Program Renewal Grant.
- C. The Positive Directions-HOPWA program provides housing and supportive services for low-income individuals living with HIV/AIDS and their households.

- D. HUD awarded County a three-year HOPWA renewal grant in the amount of \$1,353,465.00 (HUD Grant No. HOPWA17000070) for fiscal years 2017-2020.
- E. County executed Resolution 2017-71 on September 19, 2017 to accept the HOPWA Renewal Grant Agreement with HUD (Pima County Contract No. GTAW 15*30 (“the Renewal Grant”).
- F. Authorized HOPWA activities under the Renewal Grant include tenant based rental assistance (“TBRA”); operations and maintenance of permanent supportive rental housing units; support services and case management for individuals living with HIV/AIDS and their households.

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

1.0 TERM AND EXTENSIONS

- 1.1 Original Term. This Agreement will commence on July 1, 2017 and will terminate on June 30, 2020 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 1.2 Extension Options. County may renew this Contract for up to one (1) additional year or any portion thereof (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendment to the Agreement must be approved by the County before any services under the amendment commences.

2.0 SCOPE OF SERVICES

2.1 Awardee will:

- 2.1.1 Utilize the HOPWA funds provided pursuant to this Agreement for the activities described in the attached **Exhibit A**.
- 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
- 2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:
 - 2.1.4.1 Be employees or volunteers of the Awardee;
 - 2.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 2.1.4.3 Be covered by personnel policies and practices of Awardee.
- 2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
- 2.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 2.1.7 Undertake the same obligations to the County, as the County does to HUD pursuant to the Renewal Grant. Awardee will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Awardee to fulfill obligations to HUD.

2.2 Confidentiality. Awardee:

- 2.2.1 Understands and acknowledges that any client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Awardee's responsibilities with respect to services provided under this Agreement is prohibited without written consent of the individual or, in the case of a minor, the responsible parent or guardian of the minor.
 - 2.2.2 **Will strictly comply with the confidentiality requirements for records, data collection and service provisions set forth in 24 CFR § 574.440 and the HOPWA Policies and Protocols.**
 - 2.2.3 Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the services set forth in this Agreement.
 - 2.2.4 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.
- 2.3 Awardee warrants that it qualifies as a private nonprofit organization defined as a secular or faith-based organization as described in § 501(c)(3) of Internal Revenue Code and that Agency will maintain this status throughout the term of this Agreement.
 - 2.4 Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
 - 2.5 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
 - 2.6 Awardee will take all reasonable steps to minimize the displacement of persons as a result of the HOPWA-funded activities conducted pursuant to this Agreement and will comply with all requirements regarding relocation and displacement set forth in 24 CFR §574.630.

3.0 MONITORING AND EVALUATION

- 3.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Awardee and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Awardee is:
 - 3.1.1 Making adequate and acceptable progress in the provision of services;
 - 3.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
 - 3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 3.2 Awardee must cooperate in the monitoring and evaluation process by County and/or HUD.
- 3.3 Awardee must assist County in providing reports and documentation related to Awardee's performance and, where applicable, the impact of the HOPWA-funded activities on the community, to HUD.
- 3.4 If monitoring and evaluation finds that Awardee's performance is substandard, Awardee will be in default of this Agreement. If Awardee fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.
- 3.5 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's

facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement.

4.0 COMPENSATION AND PAYMENT

- 4.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee up to **\$1,316,553.00** (“the Maximum Allocated Amount”).
- 4.2 Payment will be made from the Grant that County has received from HUD (“the awarding agency”).
- 4.3 Payment of the full Maximum Allocated Amount is subject to the HOPWA 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.
- 4.4 Pursuant to the agreement between HUD and County, Awardee may be reimbursed for eligible costs associated with activities under this Agreement from and after July 1, 2017.
- 4.5 Awardee must submit a request for reimbursement every month, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

- 4.6 Requests for reimbursement must:
 - 4.6.1 Reference this contract number.
 - 4.6.2 Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.
 - 4.6.3 Be for services and costs as identified in **Exhibit A**.
 - 4.6.4 Be accompanied by documentation which must include, but is not limited to:
 - 4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 4.6.4.4 Any other documentation requested by County.
 - 4.6.5 Be accompanied by a hardcopy, with original signatures, of the Monthly Financial Status Report and Request for Funds attached hereto as **Exhibit B**.
- 4.7 When HOPWA funds are used to pay the costs of personnel, Awardee must provide source documentation for payroll which may include, but is not limited to:
 - 4.7.1 Employment letters;
 - 4.7.2 Authorization for rates of pay, benefits, and withholding;
 - 4.7.3 Minutes from Board of Directors’ meetings establishing salary schedules and benefit packages;

4.7.4 Copies of written policies;

4.7.5 W-4 forms and associated time and attendance records;

4.7.6 Employee certifications of time spent:

4.7.6.1 If an employee of Awardee works solely on the services being funded by HOPWA, the employee and the employee's supervisor must sign a statement every six months certifying that the employee worked only on the HOPWA-funded services.

4.7.6.2 If an employee's time is split between the services being funded by HOPWA and non-HOPWA services and funding sources, Awardee must have time distribution records supporting the allocation of charges among the various funding sources.

4.8 If Awardee is required to provide matching funds under the terms of the awarding agency, Awardee must also provide the documentation described in Paragraph 4.6 and 4.7 for the matching funds.

4.9 **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

4.10 If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.

4.11 County may, at its sole discretion:

4.11.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.

4.11.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.

4.11.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in paragraph 4.5. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

4.11.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Denial Date
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**

4.12 Pursuant to A.R.S. § 11-622, **COUNTY will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.

4.13 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term.** The request must meet the requirements set forth in Paragraph 4.6 and 4.7, including a report summarizing Awardee's performance during the term of the Agreement.

- 4.14 **No payments will be made to Awardee, until all of the following conditions are met:**
- 4.14.1 Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 4.14.2 Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 4.14.3 This Agreement is fully executed; and
 - 4.14.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.15 Awardee will report to County:
- 4.15.1 Accrued expenditures;
 - 4.15.2 Program income, as defined by the awarding agency; and
 - 4.15.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.16 Changes between budget line items may only be made as follows:
- 4.16.1 A written request for the line item changes is submitted at least six (6) weeks prior to the termination date of the Agreement. The written request must contain all of the following:
 - 4.16.1.1 A detailed explanation of the need for the changes;
 - 4.16.1.2 Proof that the requested change will not change the specified purpose, the metrics, or the outcomes of this Agreement; and
 - 4.16.1.3 Proof that the proposed increase is offset by a decrease of equal value to the remaining line items.
 - 4.16.2 Changes to line items will only be considered for future expenditures, not for expenditures already incurred by Awardee, but not part of the existing budget.
 - 4.16.3 Changes that do not increase or decrease the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**
 - 4.16.4 Changes that increase or decrease the total budget amount or that change the Scope of the Agreement in any way require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 4.17 Disallowed Charges or Cost principles will be as follows:
- 4.17.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Awardee and will not be reimbursed with Department funds.
 - 4.17.2 **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

4.18 For the period of record retention required under **Section 20.0 Books and Records**, County reserves the right to question any payment made under Section 4.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5.0 PROGRAM INCOME

5.1 County does not anticipate that Awardee will generate program income, as defined by the awarding agency, will be generated under the activities of this Agreement.

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

5.2.1 Report to County all program income, as defined at 24 CFR 85.25, generated and received as a result of activities carried out with the SHP funds provided pursuant to this Agreement. These reports are due quarterly.

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

6.0 INSURANCE

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

6.2 Insurance Coverages and Limits:

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

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

6.2.3 Workers’ Compensation (WC) and Employers’ Liability:

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

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

6.3 Additional Coverage Requirements:

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

6.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full policy

limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

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

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

6.3.5 Subcontractors: Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.4 Verification of Coverage:

6.4.1 Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

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

6.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and

6.4.1.3 Certificates must specify that the appropriate policies be endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

6.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

6.4.3 County reserves the right to, at any time; require complete copies of any or all Required Insurance policies.

6.4.4 Cancellation Notice: Awardee's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

6.5 Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7.0 INDEMNIFICATION

To the fullest extent permitted by law, Awardee will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Awardee or any of Awardee directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Awardee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against any and all Claims. Awardee is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

8.0 COMPLIANCE WITH LAWS

- 8.1 **Compliance with Laws; Changes.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 8.2 **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3 **Choice of Law; Venue.** The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.
- 8.4 **Compliance with HOPWA.** Awardee will comply with the requirements of the HOPWA Grant and all other applicable federal law and regulation, including, but not limited to 24 CFR Parts 574 and 576.
- 8.5 **Use of HOPWA Funds.** Awardee warrants that HOPWA funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 8.5.1 Political activities;
 - 8.5.2 Inherently religious activities;
 - 8.5.3 Lobbying
 - 8.5.4 Political patronage; or
 - 8.5.5 Nepotism activities.
- 8.6 Awardee will comply with the applicable provisions of:
 - 8.6.1 HUD program requirements set forth in 24 CFR part 5, subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a);
 - 8.6.2 Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378);
 - 8.6.3 Section 3 of the HUD Act of 1968 as amended;
 - 8.6.4 Uniform Relocation Act and the requirements contained in 49 CFR Part 24, subpart B;

- 8.6.5 Environmental review under 24 CFR part 58;
 - 8.6.6 Section 6002 of the Solid Waste Disposal Act;
 - 8.6.7 Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252;
 - 8.6.8 Lead –Based Paint Poisoning Prevention Act (42. USC 4821-4846);
 - 8.6.9 Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended;
 - 8.6.10 Title VI of the Civil Rights Act of 1964; and
 - 8.6.11 All rules and regulations applicable to the Acts set forth above.
- 8.7 Awardee will ensure that:
- 8.7.1 Units meet the suitable dwelling size set forth in 24 CFR §574.310;
 - 8.7.2 For shelter or permanent housing funded under HOPWA provided meets minimum standards for safety, sanitation, and privacy in emergency shelters per 24 CFR 574.310 (ix);
 - 8.7.3 Lead-based paint requirements in 24 CFR part 35, subparts A, B, H, J, K, M and R; and
 - 8.7.4 As required in 24 CFR §578.75(b)(1) and (2), physical inspections of each unit are conducted prior to occupancy and at least annually thereafter. The awardee will provide the Lead-Safe Certified Guide to the tenant. Booklets can be located at bookstore.gpo.gov.
 - 8.7.5 Inspection records are retained pursuant to the requirements set forth at 24 CFR§ 574.450. In addition, awardee will ensure the landlord disclosure form was used in conducting the lead rules.
- 8.8 Awardee must ensure that all activities undertaken pursuant to this Agreement are eligible activities under the Housing for People with AIDS Program 24 CFR Part 574.
- 8.9 Awardee will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

9.0 INDEPENDENT CONTRACTOR

- 9.1 Contractor is an independent contractor. Neither Contractor nor any of Contractor’s officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2 Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such taxes.
- 9.3 Contractor will be solely responsible for its program development, operation, and performance.

10.0 SUBCONTRACTORS

- 10.1 Except as provided in paragraph 10.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County’s prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee’s performance under this Agreement.
- 10.3 Awardee will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may

be liable to the same extent that the Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

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

11.0 ASSIGNMENT

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

12.0 NON-DISCRIMINATION

- 12.1 Awardee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 12.2 During the performance of this contract, Awardee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.0 AMERICANS WITH DISABILITIES ACT

Awardee will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

14.0 AUTHORITY TO CONTRACT

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

15.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

16.0 CANCELLATION FOR CONFLICT OF INTEREST

- 16.1 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.
- 16.2 Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR §§ 84.42 and 576.404(a) and (b).

17.0 TERMINATION BY COUNTY

- 17.1 Without Cause: County may terminate this Contract at any time, without cause, by serving a written notice upon Subrecipient at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.2 With Cause: County may terminate this Contract at any time without advance notice and without further obligation to County finds Subrecipient to be in default of any provision of this Contract.
- 17.3 Non-Appropriation: Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 17.4 Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

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

County:

Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

Awardee:

Wendell Hicks, Executive Director
Southern Arizona AIDS Foundation
375 South Euclid Avenue
Tucson, Arizona 85719

19.0 OTHER DOCUMENTS

- 19.1 In entering into this Agreement, Awardee and County have relied upon information provided in Awardee's response to the Community Planning Application and other information and documents submitted by the Awardee for HOPWA funds.
- 19.2 The documents set forth in Paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Awardee will promptly bring any provisions which Awardee believes are inconsistent to County's attention, and County will provide Awardee with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

- 20.1 Awardee will keep and maintain all records specified in 24 CFR 574.530, which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 20.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 20.1.2 All data required for the County's Consolidated Annual Performance and Evaluation Report ("CAPER") and HOPWA Annual Progress Report (APR);
 - 20.1.3 Conflicts of interest requirements, 24 CFR § 574.625(a) and (b);
 - 20.1.4 Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 CFR part 100;
 - 20.1.5 Disbursements of funds;
 - 20.1.6 Financial records supporting all uses of the HOPWA-funds; and
 - 20.1.7 Any additional information necessary to meet other HOPWA or HUD reporting requirements.
- 20.2 Awardee will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

21.0 AUDIT REQUIREMENTS

- 21.1 Awardee will:
- 21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
 - 21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures, which are used to support invoices and requests for payment from the County.
 - 21.1.3 Establish and maintain accounting records, which identify the source and application of any funds, not provided under this Agreement used to support these Agreement activities.
 - 21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless County specifies a different time. The audit submitted must include Awardee responses, if any, concerning any audit findings.
 - 21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.

21.2 Awardee status:

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

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

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

Denise Sauer, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

22.0 COPYRIGHT

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

23.0 PROPERTY OF THE COUNTY

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

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

24.0 DISPOSAL OF PROPERTY

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

25.0 COORDINATION

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

26.0 ISRAEL BOYCOTT CERTIFICATION

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

27.0 PUBLIC RECORDS

27.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Contract, 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.

27.2 Records Marked Confidential; Notice and Protective Order.

- 27.2.1 If Awardee reasonably believes that some of the records described in paragraph 27.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL."
- 27.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Awardee of the request as soon as reasonably possible.
- 27.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 27.2.2, 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.

28.0 ELIGIBILITY FOR PUBLIC BENEFITS

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

29.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 29.1 Compliance with Immigration Laws. Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this contract likewise complies with the State and Federal Immigration Laws.
- 29.2 Books and Records. County will have the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 29.3 Remedies for Breach of Warranty. Any breach of Awardee's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 29, is a material breach of this Contract subjecting Awardee to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.
- 29.4 Subcontractors. Awardee will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article or Section 29.0 by including a provision in each subcontract substantially in the following form:

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

be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

30.0 REMEDIES

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

31.0 SEVERABILITY

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

32.0 NON-EXCLUSIVE AGREEMENT

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

33.0 ENTIRE AGREEMENT

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

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

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

PIMA COUNTY

AWARDEE

Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kim 12/11/2017
Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

Karen S. Friar
Karen S. Friar, Deputy County Attorney

Wendell Hicks
Signature

Wendell Hicks
Printed name and title

Date: 12/6/17

EXHIBIT A

SCOPE OF WORK

1. Program Title and Location:

Positive Directions Project ("the Program")

Office:

375 S. Euclid Avenue
Tucson Arizona 85719

Housing:

Address are confidential to protect the privacy
of those receiving services

2. Program Purpose:

Provide safe, affordable housing (either permanent supportive housing or tenant-based rental assistance) and supportive services to persons living with HIV/AIDS and their households through the U.S. Department of Housing and Urban Development ("HUD") Housing Opportunities for Persons with AIDS Program ("HOPWA").

3. Program Activities: In consideration for the HOPWA funds, Awardee will provide the services outlined in Exhibit A-1 -- HUD HOPWA -- Detailed Project Budget & Housing Outputs and set forth below:

3.1. Staffing. Awardee will provide the following staff to provide HOPWA services:

Program	Staff Title
Permanent Supportive Housing	Associate Director of Housing Services
	Housing Quality Manager
	Senior Housing Services Administrator
	Maintenance Technician(s)
Tenant-Based Rental Assistance	Housing Services Administrator
	Support staff
Supportive Services	Housing Program Manager
	Housing Case Managers

3.2. Eligibility. Awardee will:

3.2.1. Follow HUD guidelines to determine eligibility of applicants for the HOPWA services set forth in this Agreement, including:

3.2.1.1. HIV/AIDS status; and

3.2.1.2. Household income.

3.2.2. Prioritize provision of services to individuals or households based on:

3.2.2.1. HUD Housing First Model; and

3.2.2.2. Vulnerability Index - Service Prioritization Decision Assistance Tool ("VI-SPDAT").

3.2.3. Maintain a file for each tenant, which must include, at a minimum:

3.2.3.1. Proof of HOPWA eligibility;

3.2.3.2. Original and subsequent annual income certifications;

3.2.3.3. Rent calculations;

- 3.2.3.4. Lease agreement; and
- 3.2.3.5. Client adherence to HOPWA program compliance obligations.
- 3.2.4. Refer tenants to available public services to meet specific individual and household needs.
- 3.3. Permanent Supportive Housing Program. Awardee owns and operates nine (9) units of permanent supportive housing (three separate properties). Awardee will rent the units to the most vulnerable eligible individuals or households (as determined in paragraph 3.2.2 above). Awardee will:
 - 3.3.1. Maintain and staff office(s) for the provision of property management services.
 - 3.3.2. Maintain the units to ensure a safe living environment, including, but not limited to:
 - 3.3.2.1. Routine repairs and maintenance;
 - 3.3.2.2. Purchase of supplies and upkeep services;
 - 3.3.2.3. Utility payments;
 - 3.3.2.4. Cleaning and repair of units when tenant(s) leave;
 - 3.3.2.5. HUD Housing Quality Standards (“HQS”) inspections prior to rental to new tenant(s);
 - 3.3.2.6. Landscaping and exterior maintenance;
 - 3.3.2.7. Equipment replacement and repair;
 - 3.3.2.8. Pest control; and
 - 3.3.2.9. Miscellaneous HUD-allowed housing costs (with prior approval of County).
 - 3.3.3. Enter pertinent client data into the Homeless Management information System (“HMIS”) or other federally-approved system as required for HUD reports and compliance with HOPWA rules and regulations.
- 3.4. Tenant-Based Rental Assistance (“TBRA”). Awardee will provide eligible applicants with TBRA as follows:
 - 3.4.1. Meet with applicant to determine housing needs appropriate to the size of the household and help locate housing;
 - 3.4.2. Conduct HQS inspections prior to tenant entering into a lease;
 - 3.4.3. Ensure tenant enters into a lease that meets federal HOPWA requirements;
 - 3.4.4. Pay HOPWA-approved rental assistance directly to landlords (financial assistance is not to be provided to the tenant(s)); and
 - 3.4.5. Pay HOPWA-approved utility allowances directly to utilities or landlord, as appropriate.
- 3.5. Supportive Services. Awardee will provide tenants receiving housing pursuant to paragraphs 3.3 and 3.4 above, with case management and coordination of services, including, but not limited to:
 - 3.5.1. Assessment and development of individual service plans;
 - 3.5.2. Navigation and access to HIV medical care and therapy services;
 - 3.5.3. Enrollment and referral to other support services provided by Awardee utilizing other funding and community partners;
 - 3.5.4. Advocacy support with mainstream resources;
 - 3.5.5. Access and referral to regional job assistance, employment and training resources provided by Pima County; and

3.5.6. Eligible transportation and food assistance, as appropriate.

3.6. **Office operations.** Awardee will provide office space for support services and may use HOPWA funds to cover:

3.6.1. Utilities;

3.6.2. Maintenance;

3.6.3. Office and computer supplies;

3.6.4. Printing and postage;

3.6.5. Staff development and travel; and

3.6.6. Other HUD-allowed operations costs (with prior approval of County).

3.7. **HOPWA Program Administration.** Awardee will:

3.7.1. Manage and oversee all HOPWA program activities set forth in this Agreement in compliance with HOPWA rules and regulations;

3.7.2. Maintain accurate and complete financial and program reports;

3.7.3. Cooperate with County to provide accurate information and data to comply with all requests from and reporting requirements of HUD; and

3.7.4. Develop an implementation plan to incorporate HMIS into HOPWA-funded activities.

4. **Project goal/predicted outcomes:**

4.1. **Goal:** Safe, affordable, permanent housing for individuals living with HIV/AIDS and their households.

4.2. **Predicted outcomes:** Individuals living with HIV/AIDS, and their households, that receive HOPWA supportive services and permanent supportive housing or TBRA, will avoid homelessness.

5. **Public benefit – HOPWA Eligible Activities:**

Pima County residents living with HIV/AIDS and their households will have access to safe, affordable housing and supportive services.

6. **Metrics available to measure performance:**

Number served	Category	Timeframe	Achievement
9	Household	At any point in time	in permanent supportive housing owned and operated by Awardee
40	Household	At any point in time	receive TBRA for housing at scattered sites throughout Pima County
60	Individual (person w/ HIV/AIDS or household member)	Contract term	receive case management and other supportive services

7. **Reports:** Awardee will:

7.1. No later than the 30th day of each month, ensure that accurate client data has been entered into HMIS or a comparable HUD-approved database.

7.2. On or before date established by County, prepare an Annual Progress Report (“APR”) and work with County to ensure accuracy of data required for reporting to HUD.

8. Budget:

HOPWA Activity	Amount Allocated
Facility Operations	\$171,658.00
Tenant Based Rental Assistance	\$879,789.00
Support Services	\$178,976.00
Administration	\$86,130.00
Total	\$1,316,553.00

END OF EXHIBIT A

EXHIBIT A-1

HUD HOPWA Detailed Project Budget & Housing Outputs							
Name of organization:	Southern Arizona AIDS Foundation						
Type:	Grantee: <input type="checkbox"/>	Project Sponsor: <input checked="" type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>		
	HOPWA Eligible Activity			HOPWA Request			
				Yr. 1	Yr. 2	Yr. 3	Totals:
Facility Development (new applications only)	1. Acquisition Description:	Budget					
		# of Units					
	2. Rehabilitation/Repair/Conversion Description:	Budget					
		# of Units					
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget					
		# of Units					
	Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
Facility Operations	4. Operating Costs for Housing Facility Description: Property management staff and operating costs for 9 units of permanent housing at SAAF Properties.	Budget	\$57,219	\$57,219	\$57,220	\$171,658	
		# of Units	9	9	9	9	
	5. Leasing Description:	Budget					
		# of Units					
TBRA STRMU	6. Tenant-Based Rental Assistance Payments Description: Permanent housing rental assistance for 40 units at any point in time.	Budget	293,263	293,263	\$293,263	\$879,789	
		# of Households	40	40	40	50	
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget					
		# of Households					
Support Services	8. Supportive Services Costs Description: Housing case management services including assessment and individual service plans, enrollment and referral to healthcare, supportive services and mainstream benefits, support with employment & training resources; limited substance abuse counseling & treatment.	Budget	\$59,658	\$59,659	\$59,659	\$178,976	
		# of Households	49	49	49	60	
Other Program Expenses	9. Housing Information Services Description:	Budget					
		# of Households					
	10. Permanent Housing Placement Services Description:	Budget					
		# of Households					
	11. Resource Identification	Budget					
	12. Other Housing Costs (approved by HUD) Description:	Budget					
		# of Units					
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget					
	14. Project Sponsor's Administrative Costs Description: Fiscal management, reporting, HMIS, and program administrative support.	Budget	\$28,710	\$28,710	\$28,710	\$86,130	

15. Total HOPWA Request for this SAAF:

\$1,316,553

EXHIBIT B

MONTHLY FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS

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

Month: _____

Invoice # _____

HOPWA Activities	Budget	Expenditures this Month	Cumulative Expenditures	Balance Available
Operations and Maintenance	\$171,658			
Facility Operations	\$178,976			
Tenant Based Rental Assistance	\$879,789			
Support Services				
Administration	\$86,130			
Total	\$1,316,553			

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

REQUIRED AWARDEE SIGNATURES:

AGENCY INVOICE PREPARED BY

AGENCY INVOICE APPROVED BY

TITLE PHONE NUMBER

TITLE PHONE NUMBER

DATE

DATE