



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

Award  Contract  Grant

Requested Board Meeting Date: August 2, 2022

\* = Mandatory, information must be provided

or Procurement Director Award

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

Family Housing Resources, Inc.

**\*Project Title/Description:**

Emergency Rental Assistance Program

**\*Purpose:**

The subrecipient will provide housing stability services including housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

Attachment: Contract Number CT-CR-23-023

**\*Procurement Method:**

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

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

The program's goal is to provide housing stability services to Pima County residents.

**\*Public Benefit:**

The benefit of the program is Pima County residents will receive housing stability.

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

Subrecipient will provide monthly reports.

**\*Retroactive:**

Yes, due to delays in processing this agreement. The negative impact of this agreement not being approved is Pima County residents may not receive housing stability services.

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AF 7/18/22

TO: COB 7-20-22 (1)  
Vers.: 1  
pgs.: 29

**Contract / Award Information**

Document Type: CT Department Code: CR Contract Number (i.e.,15-123): 23-023  
Commencement Date: 7/1/22 Termination Date: 12/31/22 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$\* 153,973.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: U.S. Department of Treasury, Emergency Rental Assistance 1

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

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

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

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

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

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

\*Funding Source(s) required:

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

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

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e.,15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

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

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

\*Funding Source: \_\_\_\_\_

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

Contact: Jenifer Darland/Rise Hart

Department: Community & Workforce Development Telephone: 724-7312/724-5723

Department Director Signature/Date: *[Signature]* 7/18/22

Deputy County Administrator Signature/Date: *[Signature]* 18 July 2022

County Administrator Signature/Date: *[Signature]* 7/19/2022  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Community & Workforce Development****Project:** Emergency Rental Assistance Program**Subrecipient:** Family Housing Resources, Inc.  
3505 N Campbell Ave, Suite 501  
Tucson, AZ 85719**Amount:** \$153,973.00**Contract No.:** CT-CR-23-023**Funding:** U.S. Department of Treasury, Emergency Rental Assistance 1

<b>SAM Unique Entity Identifier:</b> YLT6HE6EL666		<b>SAM Registration Date:</b> 2/14/22	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Federal or State Contract No.:</b>	N/A	<b>Award Date:</b>	N/A
<b>Required Match:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Match Amount:</b>	N/A
<b>Indirect Cost Rate:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> NICR	<input checked="" type="checkbox"/> de minimis <input type="checkbox"/> None
<b>Status of Agency:</b>		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award	FAIN
21.023	Emergency Rental Assistance Program 1	FY21 \$25,000,000,000.00	FY20 15,188,622.60 FY21 \$11,000,000.00	ERA0091

**FEDERAL FINANCIAL ASSISTANCE SUBAWARD****1. Parties and Background.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Family Housing Resources, Inc. ("Subrecipient").
- 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 received Emergency Rental Assistance Program 1 ("ERAP1") funding in the amount of \$26,188,622.60 from the U.S. Department of the Treasury ("Treasury") as established by Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") to assist eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic. Treasury issued ERAP Frequently Asked Questions ("FAQs") on February 22, 2021, revised as of July 6, 2022, that set forth Treasury's interpretation of the ERA's provisions for the use of funds.
- 1.3. Expenditure deadline. The Act generally requires ERAP1 funds to be expended by September 30, 2021. As permitted by Treasury, however, County has requested a 90-day extension of this deadline, which, as of the date of this Contract, has neither been formally approved or denied. Accordingly, the parties desire that this Contract expire December 31, 2022 to allow for the possibility that the extension is granted.

2. **Term.** The term of this Agreement commences on July 1, 2022 and will terminate on December 31, 2022 ("Term"). If the commencement date of the Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

3. **Scope of Services.**

3.1. Subrecipient will:

3.1.1. Provide the ERAP Housing Stability Services described in the attached **Exhibit A** (12 pages) under all of the requirements imposed in Exhibit A, which comply with federal statutes and regulations as well as Treasury terms, conditions, and interpretive guidance.

3.1.2. Employ suitably trained and skilled personnel to perform all services under the Agreement.

3.1.3. Perform its duties in a humane and respectful manner and under any applicable professional standards.

3.1.4. Unless otherwise provided, the personnel delivering Agreement services will:

3.1.4.1. Be employees, independent contractors, or volunteers of Subrecipient;

3.1.4.2. Satisfy any qualifications in this Agreement; and

3.1.4.3. Be covered by personnel policies and practices of Subrecipient.

3.1.5. Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

3.1.5.1. Background clearance requirement: Subrecipient shall require all of its employees, independent contractors, volunteers, and other agents under this subaward to successfully undergo a background check including at minimum Advanced Criminal Locator Search: Department of Justice Sex Offender Search, Validated National Criminal Search, Current County of Residence Search, Terrorist Watchlist Search

3.1.6. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

3.1.7. Undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations.

3.2. 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 Contractor for the purpose of securing business.

4. **Record Retention, Access to Records, Monitoring and Evaluation.**

4.1. Subrecipient shall maintain records and financials documents sufficient to evidence compliance – including compliance with Section 501(c) regarding the eligible uses of funds - for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

4.2. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient to ensure that Subrecipient uses the funding as required by federal statutes, regulations, terms and conditions, and federal award agency guidance relating to ERAP1. Specifically, County will evaluate whether Subrecipient is:

- 4.2.1. Making adequate and acceptable progress in the provision of services;
- 4.2.2. Maintaining adequate and acceptable systems to document services and expenditures; and
- 4.2.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.3. Subrecipient must cooperate in County's monitoring and evaluation process and any monitoring or oversight by Treasury's Inspector General.
- 4.4. County administrative and fiscal monitoring of Subrecipient will include, but is not limited to:
  - 4.4.1. Administrative Core Documents Collection and Review;
  - 4.4.2. Fiscal On-Site or Virtual Monitoring; e.g., testing of payroll and payroll back-up documentation; testing of invoices and invoice back-up documentation; review of internal control policies and procedures relating to restricted public financial assistance awards and grants, separation of duties, direct administrative cost calculations, and fraud controls; and verification of Single Audits required by 2 C.F.R. § 200.332(f), as applicable.
- 4.5. Subrecipient shall assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the ERAP1-funded activities on the community.
- 4.6. If County finds that Subrecipient's fiscal and/or programmatic performance is inconsistent with federal statutes, regulations, terms and conditions, and federal award agency guidance for the ERAP1 as well as the Uniform Guidance (2 C.F.R Part 200), Subrecipient will be in default of this Agreement. County will provide written notice of non-compliance to Subrecipient. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of County notice of non-compliance, this Agreement may be suspended or terminated.
- 4.7. County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to facility, books, documents, papers, or other records of Subrecipient related to this Agreement, in order to make audits, examinations, excerpts, and transcripts for the purpose of evaluating Subrecipient's compliance with this Agreement.

## 5. **Compensation and Payment.**

- 5.1. Maximum Payment Amount. Maximum Payment Amount. County's total payments to Subrecipient under this Agreement, including any sales taxes, may not exceed \$153,973.00 (the "NTE Amount"). See Exhibit A for further restrictions relating to allowable costs and spending thresholds by cost type established by the Act. Subrecipient may not provide any services if such services will cause County's total payments under this Agreement to exceed the NTE Amount or the spending thresholds established by cost type in the Act; if Subrecipient does so, it is at Subrecipient's own risk.
- 5.2. Sales Taxes. The payment amounts or rates in **Exhibit B** (2 pages) do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this Agreement. Subrecipient will show sales taxes as a separate line item on invoices.
- 5.3. Timing of Invoices. Subrecipient will invoice County on a monthly as in Exhibit B. County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Subrecipient does not timely invoice County. Subrecipient must submit its request to County for final payment for compensation earned and/or eligible costs incurred within 30 calendar days after the end of the Agreement term (see paragraph 5.8, below).

- 5.4. Segregation of awards. Subrecipient requests for reimbursement may only be for costs properly and directly allocated to serve households that have been assigned to the Pima County Emergency Rental Assistance Program 1.
- 5.5. Content of Invoices. Subrecipient shall include detailed documentation that supports its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must:
  - 5.5.1. Have a unique invoice number.
  - 5.5.2. Reference this Agreement number.
  - 5.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of Subrecipient to ensure proper internal financial controls (e.g., separation of duties).
  - 5.5.4. Be for costs as identified in Exhibit B with required back-up documentation and within spending thresholds by cost type as described in Exhibit B.
  - 5.5.5. Be accompanied by documentation which must include, but is not limited to:
    - 5.5.5.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in Exhibit B.
    - 5.5.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) or electronic payment transaction records to support all purchases of goods or services.
    - 5.5.5.3. Schedule of payments to landlords paid and households assisted with type of assistance, date, landlord name and dba name, head of household name, check number and amount.
    - 5.5.5.4. 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 100% of the employee's time worked in the pay period and specify: (1) hours worked on the program; (2) total hours worked per pay period; (3) days worked; and (4) hours worked each day.
    - 5.5.5.5. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.
    - 5.5.5.6. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel.
    - 5.5.5.7. Any other documentation requested by County.
    - 5.5.5.8. Be accompanied by signed copy of the Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as Exhibit B upon execution of this Agreement.
- 5.6. County will remit payment within 30 days of receipt of a request that meets the requirements in paragraph 5.5 above.
- 5.7. County may, at its sole discretion:
  - 5.7.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 5.7.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

- 5.7.3. Deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 5.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
    - 5.7.4. Deny payment for any request for reimbursement received after October 30, 2022, subject to extension per the Treasury and mutual agreement of the Parties.
  - 5.8. Subrecipient must submit its request for final payment to County for compensation earned and/or incurred for eligible costs within 30 calendar days after the end of the Agreement term (see paragraph 5.3, above). The request must meet the requirements in paragraph 5.5, above, and include a report summarizing Subrecipient's performance during the term of the Agreement.
  - 5.9. County will not make any payments to Subrecipient, until all of the following conditions are met:
    - 5.9.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
    - 5.9.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:  
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>
    - 5.9.3. Subrecipient has provided adequate and accurate documentation with each request for payment or invoice as described and required by Exhibit A; and
    - 5.9.4. This Agreement is fully executed.
  - 5.10. Changes between budget line items may be granted by and at the sole discretion and written approval of the Director of Community & Workforce Development (CWD) or his designee and the Director of Grants Management & Innovation or her designee. The following provisions apply:
    - 5.10.1. The change may not increase or decrease the maximum allocated amount.
    - 5.10.2. The change may not cause Subrecipient to exceed the spending thresholds by cost type described in Exhibit B.
    - 5.10.3. Subrecipient must submit a written request and contain a detailed explanation for why the change is necessary and how the specified purpose, program metrics, or outcomes in this Agreement will continue to be met, despite the requested change.
    - 5.10.4. Written approval must be received prior to making such changes.
  - 5.11. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior County authorization will be at Subrecipient's own risk.
  - 5.12. Invoice Adjustments. County may, at any time, question any payment under this Agreement. If County questions the propriety of a past payment, Subrecipient shall cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other contract between County and Subrecipient. Subrecipient will promptly reimburse County for any overpayment that County cannot recover by set-off.
6. **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 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.

- 6.1. 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.
- 6.1.1. 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.
- 6.1.2. 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.
- 6.1.3. 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.
- 6.1.4. 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.

6.2. **Additional Coverage Requirements:**

- 6.2.1. 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.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O 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 Subrecipient.
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O 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 Subrecipient.
- 6.2.4. 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.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 6.2.6. 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.



6.3. **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.

6.4. **Verification of Coverage:**

6.4.1. 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.

6.4.2. 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.

6.4.3. 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 contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. **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 Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees 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.

8. **Laws and Regulations.**

- 8.1. Compliance with Laws. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Subrecipient will also comply with Section 501, Division N, of the Act, and U.S. Treasury Department guidance, including frequently-asked-questions and updates. A change log of FAQs is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/faqs/change-log>.
- 8.2. Licensing. Subrecipient states that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. 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.
- 8.4. Compliance with 2 C.F.R. 200. Subrecipient will comply with the applicable requirements of the Uniform Guidance (2 C.F.R Part 200).
- 8.5. Federal regulations applicable to this award include, without limitation, the following:
  - 8.5.1. 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and Treasury interpretive guidance regarding such requirements.
  - 8.5.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - 8.5.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - 8.5.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - 8.5.5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - 8.5.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - 8.5.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - 8.5.8. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - 8.5.9. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - 8.5.10. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

- 8.5.11. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 8.5.12. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. **Protections for Whistleblowers.**

- 9.1. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below 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.
  - 9.2. The list of persons and entities referenced in the paragraph above includes the following:
    - 9.2.1. A member of Congress or a representative of a committee of Congress;
    - 9.2.2. An Inspector General;
    - 9.2.3. The Government Accountability Office;
    - 9.2.4. A Treasury employee responsible for contract or grant oversight or management;
    - 9.2.5. An authorized official of the Department of Justice or other law enforcement agency;
    - 9.2.6. A court or grand jury; and/or
    - 9.2.7. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
    - 9.2.8. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
10. **False Statements.** Subrecipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number ERA0091 awarded to Pima County by the U.S. Department of the Treasury."
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should, and should encourage its contractors, to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

14. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will 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 Merit System. Subrecipient is responsible for paying all federal, state, and local taxes on the compensation received by Subrecipient under this Contract 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.
15. **Subrecipients.** 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. Subrecipient will not enter into any contracts or agreements to subaward ERAP funds to any Second-Tier Subrecipients under this Agreement without County's prior written approval of the subaward. Subrecipient must follow all federal, state, and county rules and regulations for obtaining subrecipients. County's prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must include the provisions in paragraph 5.5 in all contracts between Subrecipient and its Second-Tier Subrecipients providing goods or services under this Agreement. Subrecipient is responsible for the compliance of its Second-Tier Subrecipients with paragraph 5.5 and for any disallowances or withholding of reimbursements resulting from noncompliance of said subrecipients with paragraph 5.5. Subrecipient is responsible for (1) all acts and omissions of any of its Second-Tier Subrecipients, (2) persons directly or indirectly employed by any Second-Tier Subrecipients, and (3) persons for whose acts any of them may be liable to the same extent that Subrecipient is responsible for the acts and omissions of its own employees.
16. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
17. **Non-Discrimination.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. 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.
18. **Americans with Disabilities Act.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
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. **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.

22. **Termination by County.**

22.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Subrecipient, 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.

22.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.

22.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.

23. **Termination by Subrecipient.** Subrecipient may terminate this Agreement at any time without cause by notifying County, 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. **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:**

Dan Sullivan, Director  
Community & Workforce Development  
2797 East Ajo Way, 3rd Fl.  
Tucson, AZ 85701

**Subrecipient:**

Meghan Heddings, Chief Executive Officer  
Family Housing Resources, Inc.  
3505 N. Campbell Ave., Suite 501  
Tucson, AZ 85719

25. **Non-Exclusive Contract.** Subrecipient acknowledges 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.

26. **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.

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. **Audit Requirements.**

28.1. Subrecipient will:

28.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F.

28.1.2. 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 County.

28.1.3. 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.

- 28.1.4. Ensure that all accounting records meet federal, state, and county requirements and generally accepted accounting principles, laws, and regulations.
- 28.1.5. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this paragraph 28, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 28.1.6. Pay all costs for any audit required pursuant to this paragraph 28.
- 28.2. If Subrecipient is a nonprofit corporation that meets the definition of "corporation" in A.R.S. § 10-3140(14), then Subrecipient will comply with the applicable audit requirements in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 28.3. Subrecipient 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 Subrecipient's fiscal year.
- 28.4. Subrecipient must timely submit the required or requested audit(s) to:
  - Pima County Department of Grants Management & Innovation
  - Attention: GMI Administration
  - 130 W. Congress St.
  - Tucson, Arizona 85701
  - Interoffice Mail: DT-ADE-127

**29. Public Records.**

- 29.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 29.2. **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.

**30. Legal Arizona Workers Act Compliance.**

- 30.1. 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.
- 30.2. 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.

30.3. 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.

30.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this paragraph 30 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

31. **Amendment.** The parties may modify, amend, alter, or extend this Agreement only by a written amendment signed by the parties except for changes to Exhibit A that are necessary because of updates to the ERAP Treasury interpretive guidance and/or the ERAP Terms and Conditions Agreement with Treasury. The Director of Grants Management & Innovation or designee may agree to changes to Exhibit A caused by updates to the ERAP Treasury interpretive guidance and/or the ERAP Terms and Conditions Agreement with Treasury. All revisions to Exhibit A will be documented, are binding, and will be treated as formal amendments to this Agreement.
32. **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.
33. **Effective Date.** This agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

[SIGNATURE PAGE TO FOLLOW]

**PIMA COUNTY**

**SUBRECIPIENT**

\_\_\_\_\_  
Chair, Board of Supervisors

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

\_\_\_\_\_  
Date

Meghan Heddings, Chief Executive Officer  
Printed Name and Title

\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT

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

\_\_\_\_\_  
Department Head  
Community & Workforce Development

Kathryn Ore  
\_\_\_\_\_  
Print DCA Name

Dan Sullivan, Director  
\_\_\_\_\_  
Printed Name and Title

July 15, 2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT A (12 Pages)

### SCOPE OF WORK

#### 1. Program Title and Locations:

*Emergency Rental Assistance Program ("ERAP")*

Primary Program Location:

Family Housing Resources, Inc.

3505 N. Campbell Ave., Suite 501

Tucson, AZ 85719

#### 2. Purpose.

2.1. Family Housing Resources, Inc. (Subrecipient) will carry out a portion of the federal Emergency Rental Assistance Program 1 (ERAP1) Housing Stability Services funded by a subaward of ERAP federal financial assistance in the amount of \$153,973.00 (subaward). ERAP is authorized by Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Section 501). The non-federal pass-through entity (PTE) of this award is Pima County (County), which received a direct allocation of \$26,188,622.60 in ERAP 1 federal financial assistance on May 5, 2021 from the U.S. Department of the Treasury (Treasury), the federal awarding agency. As PTE, County must impose Subrecipient requirements to ensure the ERAP sub-award is used in accordance with applicable federal statutes, regulations, and the terms and conditions of the federal award (2 C.F.R. § 200.332(a)(2) – (6)). The requirements are derived from the following sources: Section 501; ERAP Treasury interpretive guidance; and the ERAP Terms and Conditions Agreement with Treasury signed by County Administrator, January 6, 2021. These sources are cited for reference throughout this Exhibit.

#### 3. Concurrent ERAP2 Subaward.

3.1. County plans to subaward a portion of the federal Emergency Rental Assistance Program 2 (ERAP2) Housing Stability Services (funded by a subaward of ERAP federal financial assistance) to Subrecipient. County, the PTE of this award, received a direct allocation of \$12,018,046.20 in ERAP 2 federal financial assistance on May 5, 2021 from Treasury, the federal awarding agency.

3.2. As of the effective date of this ERAP1 subaward, an overlap in terms will exist between the ERAP2 and the ERAP1 performance periods. The performance period of the Subrecipient's current ERAP2 subaward is October 1, 2021 through September 30, 2022. The term of the ERAP1 subaward is July 1, 2022 through September 30, 2022, with the possibility of a 90-day extension, which County has requested of Treasury.

3.3. In order to maximize the efficient expenditure of the ERAP1 and ERAP2 funds during their respective performance periods, County has exclusive authority to direct Subrecipient when to conduct activities under the ERAP1 subaward or the ERAP2 subaward. The CWD Director will provide written notice to Subrecipient advising when to proceed with, and when to cease, conducting activities under each of these ERAP subawards. The written notice must include the date on which Subrecipient is directed to proceed with activities under one subaward and cease activities under the other.

#### **4. Use of Funds for Housing Stability Services for Eligible Households and for Direct Administrative Expenses Relating to ERAP Implementation.**

- 4.1. Housing Stability Services. Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions* (July 6, 2022), FAQ #23, examples of housing stability services include eviction prevention and eviction diversion programs; mediation between landlords and tenants, housing counseling, fair housing counseling, housing navigators or promotoras that help households access ERA programs or find housing, case management related to housing stability, housing-related services for survivors of domestic abuse or human trafficking, legal services or attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. The use of ERAP funds for housing stability services requires the maintenance by Subrecipient of back-up documentation regarding these services and the amount of funds provided to the households (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #23). Housing Stability Services will have a separate expenditure threshold and separate reporting line from Direct Administrative Expenses on the Pima County Invoice Request template (Exhibit B Approved Budget and Billing).
- 4.2. Direct Administrative Expenses. Per Section 501(c)(5)(A), Subrecipient's direct administrative costs must be directly attributable to providing ERAP financial assistance and housing stability services under this agreement, including for data collection and reporting requirements. Examples include office supplies and labor related to client eligibility, intake, and benefit processing. Direct Administrative Expenses must be reported separately from Housing Stability Services on the Pima County Invoice Request template (Exhibit B).
- 4.3. Indirect Expenses. Per 2 CFR 200.414 (f), Subrecipient's indirect costs will be based on the de minimis rate of 10% of Modified Total Direct Costs.

#### **5. ERAP Service Flow and Referral Requirements.**

- 5.1. Subrecipient will access ERAP applications from the Eviction Prevention Program Portal in accordance with a schedule and target throughput rate established and approved by the CWD Director.
- 5.2. Subrecipient and CWD Director or designee will meet at least monthly to evaluate fiscal and programmatic performance and review schedule and throughput to assess concerns and gaps and needed changes to these targets.
- 5.3. Subrecipient Housing Stability Services staff will review applications and contact applicants to verify information, reconcile missing or conflicting documentation, document case notes and explain additional requirements to establish household eligibility for assistance under this agreement.
- 5.4. Subrecipient Housing Stability Services staff will analyze and verify applicant households' financial assistance needs and approve assistance applications for payment by Pima County.
- 5.5. Subrecipient will ensure that a file is created for each Eligible Household assisted with ERAP subaward funds to include all relevant documents to demonstrate compliance with all stated requirements in this Scope of Work.
- 5.6. Subrecipient will ensure that the application for services is completed in the Emergency Services Network database within 24 hours of processing prospective rental household applications.
- 5.7. Subrecipient will develop an ERAP referral process with participating Constables, Court officials, County staff, landlords, utility and/or home energy providers, and tenants.
- 5.8. Subrecipient must develop ERAP educational, marketing, and outreach informational materials including Spanish-language versions.

- 6. ERAP Eligibility Requirements.** All of the following requirements must be documented and verified by Subrecipient to determine eligibility of ERAP renter applicant households:
- 6.1. Definition of an “Eligible Household.” Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #1, an “Eligible Household” is defined as a household that meets all of the following criteria:
- 6.1.1. Either:
    - 6.1.1.1. One or more individuals within the household has qualified for unemployment benefits; or
    - 6.1.1.2. One or more individuals has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak.
  - 6.1.2. The household resides in a residential unit and is obligated to pay rent for this residential unit; and
  - 6.1.3. One of more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
  - 6.1.4. The household has a household income at or below 80% of area median income. Please note that the area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for “Access Individual Median Family Income Areas” at <https://www.huduser.gov/portal/datasets/il.html> (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
  - 6.1.5. An applicant household is eligible if they meet all of the above requirements but do not have rental arrears (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #8).
  - 6.1.6. An applicant household is eligible if they meet all of the above requirements but need only prospective benefits (i.e., future rent and/or future utility and home energy costs) (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #8).
  - 6.1.7. An applicant household is eligible if they meet all of the above requirements but need only utility and/or energy costs assistance (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #19).
  - 6.1.8. An applicant household is eligible if they meet all of the above requirements but were not in their current rental residence when the COVID-19 public health emergency was declared. Please also note that there is no ERAP requirement regarding the length of tenure in the current rental residence (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #13).
  - 6.1.9. An applicant household is eligible if they meet all of the above requirements and occupy a federally subsidized residential or mixed-use property, provided that ERAP funds are not applied to costs that have been or will be reimbursed under any other federal assistance (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #15).

- 6.1.10. Subrecipient must have in place procedures to ensure that ERAP funds are not applied to costs that have been or will be reimbursed under any other federal assistance. Such procedures must not restrict ERAP benefits in a way that violates Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, and the Fair Housing Act (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #15).
- 6.2. Eligibility Requirements: Documented Policies and Procedures. Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #1, Subrecipient must document their policies and procedures relating to ERAP eligibility documentation, verification, and final eligibility determination for rental household applicants.
- 6.2.1. Within one month of the final execution of this agreement, Subrecipient must deliver to County for County approval a draft of ERAP policies and procedures for Subrecipient that complies with the requirements of this agreement. This Exhibit A provides sufficient detail to allow Subrecipient to develop the draft ERAP policies and procedures.
- 6.2.2. These draft ERAP policies and procedures must include policy and procedures for determining prioritization of households in compliance with Section 501(c)(4)(A): "In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions: (i) The income of the household does not exceed 50 percent of the area median income for the household; [or] (ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date."
- 6.2.3. These draft ERAP policies and procedures must also include internal controls to ensure compliance and prevent fraud.
- 6.2.4. Subrecipient must have and follow a written grievance process which will provide all applicants and participants with the opportunity for a fair hearing of grievances.
- 6.2.5. Advise all applicants and participants of the right to appeal an adverse decision arising through the delivery of contracted services through the grievance process, including but not limited to: eligibility determination, service reduction, suspension and/or termination from program participation, and quality of services.
- 6.3. Limited-English-Proficiency Applicants. Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #37, Subrecipient must ensure they provide meaningful access to their limited-English-proficiency (LEP) applicants and beneficiaries of their federally assisted programs, services, and activities. Meaningful access for an LEP person may entail providing language assistance services, including oral interpretation and written translation where necessary. For more information regarding reasonable steps to provide meaningful access for LEP persons, please go to <https://www.lep.gov> and the ERA programs' Promising Practices. See also Treasury's published LEP guidance at 70 FR 6067 (Feb. 4, 2005).
- 6.4. Eligibility Verification and Documentation: Household Member Has Qualified for Unemployment Benefits. Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #2, Subrecipient is permitted to verify and document this eligibility criterion by relying on either a written attestation signed by the applicant or other relevant documentation regarding the household member's qualification for unemployment benefits.

- 6.5. Eligibility Verification and Documentation: Household Member Has Experienced Reduction of Household Income, Incurred Significant Costs, or Experienced Other Financial Hardship during the COVID-19 Pandemic. Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #2, Subrecipient is permitted to verify and document this eligibility criterion by obtaining a written attestation signed by the applicant that one or more members of the household meets this condition.
- 6.6. Eligibility Verification and Documentation: Household Member Experiencing Risk of Homelessness or Housing Instability. Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #3, Subrecipient is permitted to verify and document this eligibility criteria by obtaining a past due utility or rent notice or eviction notice; unsafe or unhealthy living conditions; or any other evidence of risk, as determined by Subrecipient. Subrecipient must adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.
- 6.7. Eligibility Verification and Documentation: Household Income at or Below 80% of Area Median Income. Subrecipient must document and verify household income based on either (1) household's total income for calendar year 2020 or (2) sufficient confirmation of the household's monthly income at the time of application (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.8. Eligibility Verification and Documentation: Household Income at or Below 80% of Area Median Income – Annual Methods. If Subrecipient uses the annual income documentation and verification methodology, then Subrecipient must document and verify household annual income for calendar year 2020 using the definition of "annual income" in 24 CFR 5.609 and by using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.8.1. Generally, a written attestation from the applicant household and back-up documentation (e.g., paystubs; W-2s or other wage statements; calendar year 2020 tax filings; bank statements demonstrating regular income; unemployment compensation statement; and/or employer attestation) are preferred to verify applicant household income (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.8.2. Categorical Income Eligibility: If Subrecipient has verified an applicant's household to be at or below 80% of the area median income in connection with another local, state, or federal government assistance program, Subrecipient may rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020 (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.8.3. The MAPAZ Neighborhood Vulnerability Index is the only authorized fact-specific proxy for household income (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4). Subrecipient may rely on a written attestation from the applicant as to household income if the applicant household is geographically located within a census tract classified between Vulnerable to Most Vulnerable in the Neighborhood Vulnerability Index of 2018.
- 6.8.4. Written Attestation Without Further Documentation: Under limited circumstances, Subrecipient may rely solely on a written attestation without further documentation of household income. This written attestation can be by the applicant, a caseworker, or other professional with knowledge of a household's circumstances. Subrecipient may

rely on a written attestation as the sole back-up documentation for income eligibility under limited circumstances that may include, but are not limited to: applicant disability; extenuating circumstances related to the pandemic; lack of technological access; place of employment has closed; wages only were received in cash; fact-based proxy; or household has no qualifying income. If Subrecipient relies on written attestation without further documentation to document and verify applicant household income eligibility, Subrecipient must reassess household income for such household every three months (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).

- 6.9. Eligibility Verification and Documentation: Household Income at or Below 80% of Area Median Income – Monthly Methods. If Subrecipient uses monthly income documentation and verification methodology in lieu of annual income methodology, Subrecipient must collect source documents for at least two months prior to the household ERAP application (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.9.1. Generally, a written attestation from the applicant household and back-up documentation (e.g., paystubs; W-2s or other wage statements; calendar year 2020 tax filings; bank statements demonstrating regular income; unemployment compensation statement; and/or employer attestation) are preferred to verify applicant household income (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.9.2. Under limited circumstances, Subrecipient may rely on a written attestation from the applicant without further documentation of household income. Limited circumstances may include, but are not limited to, disabilities, extenuating circumstances related to the pandemic, fact-based proxies, or lack of technological access (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.10. Household Income Documentation and Verification: Required Re-Determination Relating to the Monthly Methodology. If Subrecipient use the monthly income documentation and verification methodology, then Subrecipient must re-determine the household income eligibility every three months for the duration of assistance (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #4).
- 6.11. Acceptable Types of Back-Up Documentation to Determine ERAP Eligibility. Given the challenges presented by the COVID-19 pandemic, flexibility is allowed regarding the types of documents Subrecipient collect from rental household applicants, and include but not limited to: photocopies; digital photographs of documents; emails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #1).
- 6.12. Documentation Requirement: All Applicants. All rental household applicants must fully execute an attestation that all information included in application is correct and complete (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published July 6, 2022, FAQ #1).
- 6.13. Eligibility Priority: Priority will be given to applicant households under 50% of the area median income and/or unemployed 90 days or more. This priority is a statutory requirement.
- 6.13.1. Subrecipient is encouraged to enter into partnerships with owners of federally subsidized housing to implement methods of meeting the statutory requirement to prioritize households with income that does not exceed 50 percent of the area median income for the household, or where one or more individuals within the household are

unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

- 6.14. Eligibility Clarification: Beginning Date of Rental. Participant Household does not have to have been in its current rental home when the COVID-19 public health emergency was declared (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #13).

## 7. Approval for Financial Assistance to Eligible Households and Required Back-Up Documentation.

- 7.1. Subrecipient will approve Financial Assistance to be paid by County for eligible households as follows: (1) rent; (2) rental arrears; (3) utility and home energy costs; (4) utility and home energy costs arrears, and (5) other expenses related to housing incurred due, directly or indirectly, to the COVID-19 public health emergency (Section 501(c)(2)(A)(i) – (v)). Subrecipient will certify the amount and type of Financial Assistance that is approved for payment in the Tucson Pima Eviction Prevention Portal and the Emergency Services Network database.
- 7.2. Use of Funds to Provide ERAP Rent and Rental Arrears Financial Assistance to Eligible Households.
- 7.2.1. Preferred Documentation to Verify Residence and Rental Payment Amount. Subrecipient must obtain, if available, a current lease signed by a member of the household and the landlord or sublessor that identifies the residential rental unit address and establishes the rental payment amount (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #5).
- 7.2.2. Permitted Alternative Documentation to Verify Residence. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #5).
- 7.2.3. Permitted Alternative Documentation to Verify Rental Payment Amount. If a household does not have a signed lease, documentation regarding the actual rental payment amount may include, but is not limited to: bank statements; check stubs; written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit; or other reasonable documentation that reasonably establishes a pattern of paying rent as defined by Subrecipient's ERAP policies and procedures (which must be approved by County) (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #5).
- 7.2.4. Written Attestation of rent or arrears owed. If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, Subrecipient may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100 percent of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. The assistance described in this paragraph may only be provided for three months at a time, and Subrecipient must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household.

- 7.2.5. Late Fees. Late fees included as a part of rental arrears must be treated as rent (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #7).
- 7.2.6. Reasonable Legal Fees. Reasonable legal fees relating to rental arrears must be treated as rent (County policy decision based on best practices to achieve sustainable eviction prevention).
- 7.2.7. Rental Costs Include Utility and Home Energy Costs Covered by Landlord/Lessor. Utility and home energy costs that are covered by the lessor/landlord must be treated as rent (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #6).
- 7.2.8. Start Date for Rental Arrears Financial Assistance. ERAP allows the provision of financial assistance to eligible households for rental arrears starting on, but not before, March 13, 2020, the date of the emergency declaration per the Stafford Act (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #9).
- 7.2.9. Twelve (12) Month Limit: Rental Arrears. The full payment of rental arrears is allowed by ERAP up to the 12 month limit established by Section 501 (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions* (August 25, 2021, FAQ #11).
- 7.2.10. Limit: Prospective Rent. Prospective rent is allowed by ERAP for three months. The exception is that households may receive assistance for prospective rent payments for additional months based on: (1) availability of remaining ERAP funds, and (2) provided that the total months of assistance provided to the household do not exceed 12 months plus an additional three months to ensure housing stability (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #10).
- 7.2.11. Eighteen month combined ERAP1 and ERAP2 limit: In not case may an eligible household receive more than 18 months of assistance under ERAP1 and ERAP2, combined (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #10).
- 7.3. Use of Funds to Provide ERAP Utilities and Utilities Arrears Financial Assistance to Eligible Households.
  - 7.3.1. Definition. Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Therefore, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #6).
    - 7.3.1.1. Internet service is an allowable "other" expense (*U.S. Department of the Treasury Emergency Rental Assistance Program Frequently Asked Questions*, published August 25, 2021, FAQ #7).
  - 7.3.2. Preferred Documentation to Verify Utilities and Home Energy Payment Amount. Subrecipient should obtain, if available: bill(s), invoice(s), or evidence of payment to the provider of the utility or home energy service (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #6).
  - 7.3.3. If an allowable utility expense is included in a bundle, or an invoice is not itemized, and obtaining an itemized invoice would be unduly burdensome, the following method will be



used to determine the amount of reimbursable allowable expenses. **For example**, if a bill or invoice bundles three services - internet, cable television, and long distance telephone services, and cannot be broken down by service, the allowable expense of Internet is calculated by dividing the invoice total by the number of bundled services on the invoice; thus, in this example, Internet Expense = Total Invoice/3 (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #7).

- 7.3.4. Start Date for Utilities Arrears Financial Assistance. ERAP allows the provision of financial assistance to eligible households for utilities arrears starting on, but not before, March 13, 2020, the date of the emergency declaration per the Stafford Act (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #9).
- 7.3.5. Twelve (12) Month Limit: Utilities Arrears. The full payment of utilities arrears is allowed up to the 12 month limit established for ERAP1 and up to the 18 month ERAP1 and ERAP2 combined limit by Section 501 (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #10).
- 7.4. Use of Funds for Other Expenses Related to Housing Incurred Due to the COVID-19 Public Health Emergency.
  - 7.4.1. Definition. Under Section 501(c)(2)(A)(v), "other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak" are allowable costs that can be included as part of the required 90% threshold referenced above. Examples of these "other expenses" – per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #7) include but are not limited to: relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak); reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet services provided to the rental unit. Subrecipient must establish proprietary policies and procedures for setting ceilings on these types of costs to avoid significant reduction in amount of funds available to eligible households for rental assistance.
  - 7.4.2. Start Date for Other Expenses Arrears Financial Assistance. ERAP allows the provision of financial assistance to eligible households for other expenses (defined above) arrears starting on, but not before, March 13, 2020, the date of the emergency declaration per the Stafford Act (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #9).
- 7.5. Required Back-Up Documentation to Provide ERAP Financial Assistance for Other Expenses Related to Housing and Incurred Due to the COVID-19 Public Health Emergency. Documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #7).
- 7.6. Requirements Relating to ERAP Financial Assistance Payments to Landlords and/or Utility Providers on Behalf of Eligible Households. Subrecipient must make reasonable attempts to obtain cooperation of landlords and/or utility providers to accept ERAP financial assistance payments for rent, rental arrears, utilities and home energy costs, utilities and home energy cost arrears, and other expenses relating to housing and the COVID-19 crisis (as defined above), which can include internet services. Outreach will be considered complete if (1) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to said request within 14 calendar days after mailing; (2) at least three attempts have been made by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (3) a landlord confirms in writing that they do not wish to

participate in the ERAP program. Subrecipient must document the final outreach attempt or notice to the landlord (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #12).

- 7.7. Covered Period. Up to 12 months of ERAP1 assistance, and 18 months of ERAP 1 and ERAP2 assistance, for rental arrears and/or utilities/home energy provider costs (but not before March 13, 2020), and up to three months of prospective rent and/or utilities/home energy provider costs (*U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions*, published August 25, 2021, FAQ #10; and <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>, accessed February 21, 2021).
- 7.8. Subrecipient must maintain records and financial documents sufficient to support compliance with eligible use of ERAP funds (ERAP Terms and Conditions Agreement with Treasury signed by County Administrator, January 6, 2021).

**8. Required Data Collection from Eligible Households Provided ERAP Financial Assistance.** Per *U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions* (February 22, 2021), FAQ #14, Subrecipient must collect the following data for each eligible households provided ERAP assistance and retain records of this participant-household data for five years after ERAP final close-out:

- 8.1. Address of rental unit;
- 8.2. Landlord business name, address, and tax identification number or DUNS number;
- 8.3. Utility or home energy business name, address, and tax identification number or DUNS number;
- 8.4. Amount and percentage of monthly rent covered by ERAP assistance;
- 8.5. Amount and percentage of separately-stated utility and home energy costs covered by ERAP assistance;
- 8.6. Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 public health emergency) provided to household;
- 8.7. Amount of outstanding rental arrears for each household;
- 8.8. Number of months of rental payments and number of months of utility and home energy cost payments for which ERAP assistance is provided for household;
- 8.9. Start and end date of the period for which ERAP assistance is provided for household;
- 8.10. Type of eligibility determination made for household – income, categorical or proxy-based;
- 8.11. Household income and number of individuals in the household; and
- 8.12. Gender, race, and ethnicity for the household's primary applicant for assistance.

**9. County will provide Subrecipient access to the following:**

- 9.1. Eviction Prevention Program Portal.
- 9.2. Emergency Services Network database.
- 9.3. Secure online document repository.
- 9.4. Arizona Department of Housing Online Rental Assistance Portal, if applicable.
- 9.5. Court eviction records and reports via download only.
- 9.6. Other eviction information and access as approved by County.

## **10. Privacy and Data Security.**

- 10.1. All data provided by applicant rental households and eligible rental households to Subrecipient and all data work product is confidential. Subrecipient must develop appropriate measures to protect the privacy of both types of households as provided by Section 501(f)(4)(A)(i). Any personally identifiable information must be collected and used only for the purpose of providing reporting data to County for submittal to Treasury (Section 501(f)(4)(A)(ii)). Subrecipient must develop and provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking (Section 501(f)(4)(A)(iii)). 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.
- 10.2. Subrecipient shall store all Data and Data Work Product in electronic form in secure fashion that requires credentialed log-in for individual access. Subrecipient shall restrict all access to such Data and Data Work Product to authorized users who have been authenticated Subrecipient through secure password and log-in.
- 10.3. Subrecipient will limit the use of portable electronic devices that contain Data or Data Work Product to the minimum amount necessary. To the extent that any portable electronic devices contain Data and Data Work Product, Subrecipient will store the devices securely in locked drawers and cabinets and access will be limited to trained, authorized personnel who have a need to access the Data or Data Work Product for purposes of this initiative. When transported, authorized staff will maintain physical control of the portable devices.
- 10.4. Subrecipient s will limit the use of paper, hard-copy files or documents that contain Data or Data Work Product to the minimum amount necessary. Such hard copy materials will be stored in locked drawers and cabinets, with access limited to authorized personnel.
- 10.5. Use of Data and Data Work Product. Subrecipient including their employees, agents, and subcontractors, will not use the Data or Data Work Product for any purpose other than that of carrying out work described and required by this Exhibit A. Accordingly, Subrecipient will not match or link any of the Data provided or any of the Data Work Product produced under the terms of this Agreement with any datasets that are unrelated to the project, without the consent of County. Subrecipient will not re-disclose the Data and Data Work Product for any purposes other than those specifically stated in this Agreement, except as required by law.

## **11. Reports and Record Retention.**

- 11.1. Subrecipient shall provide all of the Agency Core Documents in Exhibit C.
- 11.2. Subrecipient shall also:
  - 11.2.1. Ensure that all confidential information is maintained securely (see paragraph 10, above).
  - 11.2.2. Maintain a segregated general ledger and subsidiary ledgers used to account for all ERAP subaward expenditures and the receipt of payments from County to reimburse such expenditures.
  - 11.2.3. Retain all internal and external email/electronic communications related to use of ERAP payments and any investigative files and inquiry reports involving ERAP payments.
- 11.3. Develop written program-specific procedures and submit these to County within 30 days of award and whenever revised.
- 11.4. Provide a narrative which reports to County on the methods they have established to implement prioritizing applicants at or under 50% of the area median income and with a household member who has been unemployed for at least 90 days at the time of application

- 11.5. Publicly post a description of their prioritization methods including on their own program web page if one exists within 30 days of award (U.S. Department of the Treasury Emergency Rental Assistance Program Frequently Asked Questions, published August 25, 2021, FAQ #22).
- 11.6. Enter complete and accurate data for each household assisted in the Emergency Services Network database.
- 11.7. Upload complete eligibility and payment documentation for each household assisted into the County's secure online document repository.
- 11.8. Treasury may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date. Subrecipient must, accordingly, comply with future Treasury reporting, oversight, and monitoring requirements, which will be communicated by County as needed over the term of this subaward.
- 11.9. All records relating to programmatic, fiscal, and administrative ERAP activities must be maintained by Subrecipient for a period of five years after all ERAP funds have been expended or returned to Treasury (ERAP Terms and Conditions Agreement with Treasury signed by County Administrator, January 6, 2021).

**END OF EXHIBIT A**

EXHIBIT B (2 Pages)

**APPROVED BUDGET AND BILLING**

Subrecipient shall submit requests for reimbursement using the invoicing template below with dates revised per the terms and conditions of this contract:

<b>Eligible Activity</b>	<b>Amount</b>
Contractors/Personnel/Housing Stability Services - wages, compensation, fringe (for personnel) (8.5 FTE Contract + 1 FT Personnel)	\$128,586.00
Personnel/Direct Administrative – wages, salaries, fringe	\$6,543.00
Materials and Supplies (includes office furnishings and equipment; the cost of each item in this line item must stay under the \$5,000 capitalization threshold)	\$3,653.00
Utilities and Insurance	\$780.00
Building Fee (HOA)	\$414.00
Subtotal (Modified Total Direct Costs (MTDC))	\$139,976.00
Indirect Cost Recovery (10% <i>de minimis</i> Indirect Cost Rate x MTDC Subtotal)	\$13,997.00
<b>Grand Total (MTDC + Indirect Cost Recovery)</b>	<b>\$153,973.00</b>



**EXHIBIT C (1 Page)**  
**AGENCY CORE DOCUMENTS**

Subrecipient shall submit core documents, such as the following, to County Department of Grants Management & Innovation necessary for completing pre-award risk assessment. Core documents must be submitted via email to [GMI\\_Development@pima.gov](mailto:GMI_Development@pima.gov) or via Surface Mail to Grants Management & Innovation, Development Division, 130 W. Congress, Tucson, Arizona 85701, Interoffice Mail: DT-ADE-127.

1. Audited Financial Statement(s) (most current).
2. Single Audit (2 C.F.R. Part 200.501) Requirements:  
Non-Federal entities that expend \$750,000 or more during non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts.
4. Chart of Accounts with Cost Centers.
5. Internal Control Procedure(s) including but not limited to:
  - a. Procurement/Purchasing Policy(ies),
  - b. Procedure for budgeting grants,
  - c. Personnel Policies,
  - d. Drug-free Workplace Policy,
  - e. Code of Conduct,
  - f. Conflict of Interest,
  - g. Whistle Blower Protection, and
  - h. Employee Travel.
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
  - a. Cost Allocation Plan,
  - b. Cash Management Procedure(s),
  - c. Methodology for reporting accrued expenditures for Pima County contracts,
  - d. Financial Management Systems,
  - e. Determination of Allowable costs,
  - f. Financial Reporting, and
  - g. Records Retention.
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)