



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 3/21/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Old Pueblo Community Services (OPCS)

**\*Project Title/Description:**

Pima County Housing First (PCHF) Pay for Success Initiative

**\*Purpose:**

PCHF was launched to target unsheltered, justice-involved individuals with co-occurring mental illness and substance use disorders with the goals of reducing utilization of emergency medical care, chronic homelessness, and recidivism. At the conclusion of the pilot program in 2021 and with no ongoing funding identified, County began exploring grant opportunities to expand program operations and avoid interruption of services. Pima County was awarded a Bureau of Justice Assistance (BJA) Second Chance Act Pay for Success grant, in the amount of \$1.1 million over four years, allowing for the expansion and enhancement of the program activities. OPCS, selected initially through a competitive bid process for the pilot program, has achieved positive outcomes and significantly reduced recidivism among program participants. By approving this subrecipient contract, OPCS will continue to provide undisrupted services. Current and future program participants will have access to transitional and permanent supportive housing, wrap-around services, justice navigation, case management, and other programmatic elements crucial to ending the cycle of homelessness.

**\*Procurement Method:**

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

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

If approved, PCHF will continue to operate at current levels, providing housing and services for up to 200 individuals, with the potential to increase housing vouchers in the future, if needed. Currently, the program has 120 individuals in permanent supportive housing. This includes transitional housing until the individual can be placed in permanent housing, case management, justice system navigation (including support to resolve justice proceedings), and move-in services.

**\*Public Benefit:**

PCHF continues to alter the trajectory of lives by removing the barriers of homelessness and allows individuals to complete treatment and resolve criminal justice proceedings. The program has been in operation since 2019 and has a strong programmatic foundation with 120 clients in permanent supportive housing; however, the need for housing in our community, like many others, has only increased. The systemic cost savings and effectiveness of this program have been validated through outside evaluation, but also through many individual and familial success stories. By approving this subrecipient contract, the program will expand cost savings to the community, and positively impact even more lives.

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

Pima County will utilize a "outcomes-based" payment strategy, where the Contractor is only paid in full if certain objectives are achieved. 15% of monthly invoices will be retained and released quarterly based on performance. Housing stability (10%) at six and 12-months and new justice involvement (5%) metrics will comprise this retainage percentage. Pima County intends to contract with a program Evaluator utilizing grant funds. Pima County's goal is a recidivism rate of less than 20%, as defined by 80% of Housing First participants not returning to jail.

**\*Retroactive:**

Yes, to January 1, 2023. Pima County accepted the initial grant award and initiated the federal process in to obtain budget clearance and access the funds to contract with subrecipient. Federal "Implementation Plan" approval with assigned Technical Assistance (TA) provider took 10 months. Final approval and access to funds was granted on 12/8/2022. A draft contract was ready for execution upon approval of implementation plan and budget clearance, per Grantor requirements. Due to actions by the federal funder, to include a lengthy approval process, the subrecipient agreement is retroactive to ensure County is not fiscally penalized for federal delays outside County control. The contractor signed the contract on 02/14/2023 and the next available Board of Supervisors Meeting was 03/21/2023. Subrecipient (OPCS) has accommodated and continued to provide service during performance period, and already has a contract for this program under General Funds funding. This federally funded contract will permit County to reimburse OPCS for eligible expenses with grant funding. If not approved, County will be unable to bill for grant-eligible expenses in the approved performance period, resulting in an increased use of general funds to support the program.

GMI Approves  
AF 3/1/23  
TO: COB, 3-6-2023 (1)  
Vers.: 1  
Pgs.: 66

MAR06\*23AM0842 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT Department Code: JS Contract Number (i.e., 15-123): 23\*275  
Commencement Date: January 1, 2023 Termination Date: March 31, 2026 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 901,200.00 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance

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

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

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

Were insurance or indemnity clauses modified? ☒ Yes ☐ No  
If Yes, attach Risk's approval.

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

**Amendment / Revised Award Information**

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

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease 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: McKenzie Derfus

Department: Justice Services

Telephone: 520-724-9933

Department Director Signature: Kasimir

Date: 2/22/2023

Deputy County Administrator Signature: [Signature]

Date: 3/14/2023

County Administrator Signature: [Signature]

Date: 3/13/2023

**Pima County Justice Services Department****Project:** Pima County Housing First Pay for Success Initiative**Subrecipient:** Old Pueblo Community Services  
4501 E 5<sup>th</sup> Street, Unit 1  
Tucson, Arizona 85711**Amount:** \$901,200.00**Agreement No.:** CT-JS-23\*275**Funding:** U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

<b>Subrecipient Unique Entity Identifier (UEI):</b>	RBKKJGMNWWQ7	<b>SAM registration date:</b>	09/28/2021
<b>Federal Award Identification Number (FAIN)</b>	15PBJA-21-GG-04016-PFSH	<b>Federal award date</b>	12/07/2021
<b>Sub-award term/ period of performance start and end date</b>	01/01/2023 – 03/31/2026	<b>Sub-award budget period start and end date</b>	01/01/2023 – 03/31/2026
<b>Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)</b>			\$901,200.00
<b>Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment)</b>			\$901,200.00
<b>Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable)</b>			\$901,200.00
<b>Federal award project description (descriptive project title)</b>		Second Chance Act Prisoner Reentry Initiative	
<b>Funding agency</b>		U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	
<b>Pass-through entity (primary recipient)</b>		Pima County Justice Services	
<b>Pass-through entity (secondary recipient, if applicable)</b>		N/A	
<b>Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)</b>		16.812	
<b>Is this subaward for research and development?</b>			No
<b>Subrecipient indirect cost rate and methodology</b>	<input checked="" type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	<input type="checkbox"/> No Indirect
<b>Required match</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>Match amount</b>	N/A

## FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

### 1. Parties and Background.

- 1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Old Pueblo Community Services, a non-profit corporation registered in the State of Arizona ("Subrecipient" or "OPCS").
- 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 Second Chance Act funding in the amount of \$1,100,000.00 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("Justice") as authorized by the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat 1182, 1259 (the "Act") to enter into performance-based and outcomes-based contracting to provide individualized reentry services and permanent supportive housing (PSH) for people leaving incarceration who are identified through a validated risk tool as being at moderate to high risk to re-offend in the community.
- 1.3. Background. County complied with 2 CFR § 200.331 *et seq.* risk assessment requirements in determining that Subrecipient will be receiving Federal program funds under this agreement. OPCS has operated the Pima County Housing First program since 2019. The Housing First program provides permanent housing to Pima County residents who are experiencing homelessness. County was awarded the Bureau of Justice Assistance Second Chance Act Pay for Success grant in December 2021. A 12-month planning phase initiated upon award, concluding with Award Condition Modification (ACM) approval on November 29, 2022.

The Pay for Success grant funds performance-based and outcomes-based programming that ties payment for services to reaching agreed-upon goals. Under this initiative, services that may be purchased include permanent supportive and recovery housing, as well as other types of reentry services, which are tailored to individuals leaving incarceration, particularly those with substance use disorders and/or mental health disorders.

### 2. Term.

- 2.1. Term. The term of this Agreement commences on January 1, 2023 and will terminate on March 31, 2026. If the commencement date of the Initial Term is before the signature date of the last party to execute this Subrecipient Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date. This term reflects the 39-month contract term.
- 2.2. Extension Options. County may extend this Agreement only if and when Justice approves a Grant Agreement Modification to extend the County period of performance. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income.

### **3. Scope of Services.**

#### **3.1. Subrecipient will:**

- 3.1.1.** Provide the individualized reentry services and Permanent Supportive Housing described in Exhibit A (8 pages) under all the requirements imposed in Exhibit A, which comply with federal statutes and regulations as well as Office of Justice Programs terms, conditions, and interpretive guidance. Subrecipient must abide by all conditions outlined in the Grant Deliverables, Exhibit B (21 pages).
- 3.1.2.** Employ suitably trained and skilled professional 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 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.
- 3.1.6.** Fingerprint clearance requirement: Subrecipient shall require all its employees, independent Subrecipients, and other agents, who work directly with Housing First participants under this subaward to obtain a State of Arizona Department of Public Safety Level 1 Fingerprint Clearance card for positions required by law. Exceptions to this requirement may be approved by the Justice Services Director upon receipt of a written request explaining the circumstances and explaining why the exception does not pose a risk to program participants, including children and vulnerable adults.
- 3.1.7.** Have a personnel policy manual, adhere to its provisions and conduct annual performance appraisal of personnel. Only personnel who receive satisfactory evaluations will provide services under this Agreement.
- 3.1.8.** Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 3.1.9.** Undertake the same obligation to County as County does to Office of Justice Programs. Subrecipient will hold County harmless against any injury that County may suffer with respect to Office of Justice Programs

due to any failure on the part of Subrecipient to fulfill its obligations under this Agreement.

- 3.2. Subrecipient will provide County with copies of the documents described in paragraph 3.1.7 above, upon request.
- 3.3. Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage, or contingent fee except a bona fide employee or bona fide established agents maintained by the Subrecipient for the purpose of securing business.

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

- 4.1. Subrecipient shall maintain records and financial documents sufficient to evidence compliance for a period of five (5) years after all funds have been expended or returned to the Department of Justice, whichever is later.
- 4.2. County will monitor Subrecipient's activities and information 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 performance-based and outcomes-based contracting for reentry services and permanent supportive housing. Specifically, County will evaluate whether Subrecipient is:
  - 4.2.1. Making adequate and acceptable progress in the provision of services so that all project performance goals are achieved;
  - 4.2.2. Maintaining adequate and acceptable systems to document services and expenditures;
  - 4.2.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available; and
  - 4.2.4. Submitting copies of all applicable assurance and certifications.
- 4.3. Subrecipient must cooperate in County's monitoring and evaluation process and any monitoring or oversight by Office of Justice Program'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, when applicable, the impact of the reentry and permanent supportive housing-funded activities on the community.
- 4.6. Subrecipient will adhere to all closeout terms and conditions set forth by Office of Justice Programs at the time of closeout. If necessary, this Agreement will be amended to ensure compliance with such terms and conditions.
- 4.7. Subrecipient will provide reports to County, and in compliance with Office of Justice Programs reporting and data collection, as follows:
  - 4.7.1. Report quarterly on progress on the Scope of Work in **Exhibit A** (8 pages);
  - 4.7.2. Use the format provided in **Exhibit C** (5 pages) for the quarterly reports; and
  - 4.7.3. Reports generated through and in compliance with the Performance Measurement Tool and agreed by both the County and the Subrecipient.
- 4.8. 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 Pay for Success Initiative as well as the Uniform Guidance (2 C.F.R. Part 200), Subrecipient will be in default of this Agreement. Subrecipient must also abide by all additional grant conditions as outlined in **Exhibit D** (3 pages). 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.
- 4.9. County, and any authorized federal, state, or local agency including, but not limited to, the U.S. Department of Justice 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. Privacy and Data Security.**

- 5.1. All data provided by program applicants/enrollees to Subrecipient and all data work product is confidential. Subrecipient must develop appropriate measures to protect the privacy of applicants and participants. Any personally identifiable information must be collected and used only for the purpose of providing reporting data to County. Subrecipient must develop and provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking. 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.
- 5.2. 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.

- 5.3. 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.
- 5.4. Subrecipient 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.
- 5.5. Use of Data and Data Work Product. Subrecipient including its 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.

## **6. Compensation and Payment.**

- 6.1. Maximum Payment Amount. County's total payments to Subrecipient under this Agreement, including any sales taxes, may not exceed \$901,200.00 (the "NTE Amount"). See **Exhibit E** (5 pages) 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.
- 6.2. Sales Taxes. The payment amounts or rates in **Exhibit E** 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.
- 6.3. Timing of Invoices. Subrecipient will invoice County on a monthly basis as in **Exhibit F** (2 pages). County must receive invoices no more than thirty (30) days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County, except for the month of June. June requests will be submitted no later than July 8<sup>th</sup> to comply with County fiscal deadlines. 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 thirty (30) calendar days after the end of the Agreement term. (See 6.8 below). If Subrecipient has not submitted costs by April 30 2026, for the final period ending March 31, 2026, those costs will not be reimbursed by County, and Subrecipient must absorb those costs. Subrecipient must submit invoice and corresponding reporting for performance retainage payments no



later than 30 days after the end of the quarter, except for the month of June. June requests will be submitted no later than July 8 to comply with County fiscal deadlines.

- 6.4. Segregation of Awards. Subrecipient requests for reimbursement may only be for costs properly and directly allocated to serving participants who have been admitted to the Pima County Housing First Pay for Success Initiative program.
- 6.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must, but is not limited to:
  - 6.5.1. Have a unique invoice number.
  - 6.5.2. Reference this Agreement number.
  - 6.5.3. 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).
  - 6.5.4. Be for costs as identified in **Exhibit E** with required back-up documentation and within spending thresholds by cost type as described in **Exhibit E**.
  - 6.5.5. This is a performance-based Agreement, of which 15% of the Agreement amount will be paid to Subrecipient or Retained by the County on quarterly basis based on two metrics, as outlined in **Exhibit E**. Monthly invoices must account for this retainage.
  - 6.5.6. Be accompanied by documentation which must include, but is not limited to:
    - 6.5.6.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit E**.
    - 6.5.6.2. 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.
    - 6.5.6.3. 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.
    - 6.5.6.4. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.

- 6.5.6.5. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel.
  - 6.5.6.6. Any other documentation requested by County.
- 6.6. County will remit payment within 30 days of receipt of a request that meets the requirements as determined by the County.
- 6.7. County may, at its sole discretion:
  - 6.7.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 6.7.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
  - 6.7.3. Deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 6.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
  - 6.7.4. Deny payment for any request for reimbursement received after 90 days, subject to extension per Office of Justice Programs and mutual agreement of the Parties.
- 6.8. Subrecipient must submit its request for final payment to County for compensation earned and/or incurred eligible costs within 30 calendar days after the end of the Agreement term. (See paragraph 6.3 above.) The request must meet the requirements in paragraph 6.5 above and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 6.9. County will not make any payments to Subrecipient until all of the following conditions are met:
  - 6.9.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
  - 6.9.2. Subrecipient has provided adequate and accurate documentation with each request for payment or invoice as described and required by **Exhibit E**; and
  - 6.9.3. This Agreement is fully executed.
- 6.10. Changes between budget line items may be granted by and at the sole discretion of the Director of Pima County Justice Services (JS) or her designee. The following provisions apply:
  - 6.10.1. The change may not increase or decrease the maximum allocated amount (NTE) or the yearly allocated amount.

- 6.10.2. The change may not cause Subrecipient to exceed the spending thresholds by cost type described in **Exhibit E**.
  - 6.10.3. Subrecipient must submit a written request that contains a detailed explanation describing the reason that the change is necessary and how the specified purpose, program metrics, or outcomes in the Agreement will continue to be met with the requested change.
  - 6.10.4. Line items are estimates only. Subrecipient may use reasonable discretion to deviate from projected figures as long as the variance is not more than 10% of the total budget value, the total amount invoiced does not exceed the NTE amount, and only can be utilized on approved line items. Changes less than 10% of the total annual budget are allowable and do not need approval, but require written notification.
- 6.11. 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.
- 6.12. 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 Agreement between County and Subrecipient. Subrecipient will promptly reimburse County for any overpayment that County cannot recover by set-off.
- 6.13. Funding Contingency. This Pay for Success Subrecipient Agreement is at all times contingent upon funding availability, including, but not limited to US Department of Justice, Bureau of Justice Assistance grant award. Should the Project not be funded, in whole or in part, in the current federal fiscal year or succeeding federal fiscal years, Pima County shall notify Subrecipient, and this Agreement shall be terminated by either party upon written notice being delivered to the other party 30 days after receipt of such notice.

## 7. **Insurance.**

- 7.1. Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 7.2. 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.

- 7.2.1. 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.
- 7.2.2. 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.
- 7.2.3. 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.
- 7.2.4. 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.

7.3. Additional Coverage Requirements:

- 7.3.1. 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.
- 7.3.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
- 7.3.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 7.3.4. 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.

7.3.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).

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

7.4. 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.

7.5. Verification of Coverage:

7.5.1. 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.

7.5.2. 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.

7.5.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

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

7.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. Neither the County's failure to obtain a required insurance certificate

or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "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 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 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. 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.

9. **Laws and Regulations.**

- 9.1. Compliance with Laws. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 9.2. Licensing. Subrecipient states that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona 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.
- 9.4. Compliance with 2 C.F.R. 200. Subrecipient will comply with the applicable requirements of the Uniform Guidance (2 C.F.R. Part 200).
- 9.5. Federal regulations applicable to this award include, without limitation, the following:
- 9.5.1. 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.
  - 9.5.2. 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.
  - 9.5.3. OMB Guidelines to Agencies on Government-wide 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 Office of Justice Program's implementing regulation at 2 C.F.R. Part 2867.

- 9.5.4. OMB Guidelines to Agencies on Personally Identifiable Information (PII). Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).
- 9.5.5. Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to County no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 9.5.6. 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.
- 9.5.7. Government-wide Requirements for Drug-free Workplace, 31 C.F.R. Part 20.
- 9.5.8. New restrictions on Lobbying, 31 C.F.R. Part 21.
- 9.5.9. Prohibition on certain telecommunications and video surveillance services or equipment, 2 CFR Part 200.216
- 9.5.10. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d et seq.) and Office of Justice Program's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance;
- 9.5.11. 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;
- 9.5.12. 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;
- 9.5.13. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.) and Office of Justice Program's implementing regulations at Subpart I of 28 C.F.R. Part 42, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 9.5.14. 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.

**10. Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination.**

- 10.1. Subrecipient must comply with all applicable requirements of 28 C.F.R. part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.
- 10.2. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 10.3. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 10.4. Compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d) et seq.) Subrecipient is prohibited from discriminating on the basis of race, color, or national origin. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. Subrecipient must take reasonable steps to ensure the persons with limited English proficiencies have meaningful access to its programs. This may entail providing language assistance services, including oral and written translation, when necessary. Additional information and assistance will be found at <http://www.lep.gov>.

**11. Subrecipient warrants that none of the following activities will be conducted whether under the Office Justice Programs federal action or a related third party action:**

- 11.1. New construction
- 11.2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property
  - 11.2.1. listed on or eligible for listing on the National Register of Historic places, or
  - 11.2.2. located within a 100-year flood plain, a wetland, or habitat for an endangered species
- 11.3. A renovation that will change the basic prior use of a facility or significantly change its size
- 11.4. Research and technology whose anticipated and future application could be expected to have an effect on the environment
- 11.5. Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories).



## 12. **Protections for Whistleblowers.**

- 12.1. 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.
- 12.2. The list of persons and entities referenced in the paragraph above includes the following:
- A member of Congress or a representative of a committee of Congress;
  - Inspector General;
  - The Government Accountability Office;
  - Justice employee responsible for contract or grant oversight or management;
  - Authorized official of the Department of Justice or other law enforcement agency;
  - Court or Grand Jury; and/or
  - Management Official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 12.3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
13. **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. Subrecipient must have written policies in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a Federal award.
14. **Publications.** Subrecipient agrees to submit to Pima County any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds at least thirty (45) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 15PBJA-21-GG-04016-PFSH awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

15. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 F.R. 19217 (April 8, 1997), Recipient 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.
16. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
17. **Independent Contractor.** Subrecipient is an independent Subrecipient. 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 Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
18. **Subcontractors.** 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 Pay for Success 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 6 in all contracts between Subrecipient and its second-tier subrecipients providing goods or services under this Agreements. Subrecipient is responsible for the compliance of its second-tier Subrecipients with paragraph 6 and for any disallowances or withholding or reimbursements resulting from noncompliance of said subrecipients with paragraph 6. Subrecipient is responsible for (1) all acts and omissions of any of its own 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.
19. **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.
20. **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.
21. **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 C.F.R. Part 35).

22. **Authority to Agreement.** 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.
23. **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.
24. **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.
25. **Termination by County.**
- 25.1. 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. Suspension. County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.
26. **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.

27. **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:**

Kate Vesely, Director  
Pima County Justice Services Department  
201 N Stone, 2<sup>nd</sup> Floor  
Tucson, Arizona 85701  
(520) 724-3062  
email: kate.vesely@pima.gov

**Subrecipient:**

Thomas Litwicki, CEO  
Old Pueblo Community Services  
4501 E 5<sup>th</sup> Street, Unit 1  
Tucson, Arizona 85711  
(520) 546-0122  
email: TLitwicki@helptucson.org

28. **Non-Exclusive Agreement.** 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.
29. **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.
30. **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.
31. **Audit Requirements.**
- 31.1. Subrecipient will:
- 31.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 C.F.R. Part 200, Subpart F.
  - 31.1.2. 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.
  - 31.1.3. 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.
  - 31.1.4. Ensure that all accounting records meet federal, state, and county requirements and generally accepted accounting principles, laws, and regulations.
  - 31.1.5. Upon written notice from County, provide a program-specific or financial audit. The 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.

- 31.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 31.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 31.1.7. Provide to County, within 60 days of this award, a report documenting Subrecipient's measures to correct deficiencies identified in internal control over financial reporting in Subrecipient's Single Audit for Calendar Year 2021.
- 31.1.8. Pay all costs for any audit required or requested pursuant to this Section 31.0.
- 31.2. 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."
- 31.3. 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
- 31.4. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation Department  
Attention: GMI Administration  
97 E. Congress, 1st Floor  
Tucson, Arizona 85701

## 32. Public Records.

- 32.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, these documents are subject to release and/or review by the general public upon request, including competitors.
- 32.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of these 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.

**33. Legal Arizona Workers Act Compliance.**

**33.1. 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.

**33.2. 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.

**33.3. 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.

**33.4. Subcontractors.** Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 33 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 Agreement 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 Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

**34. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**35. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors

or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

36. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
37. **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.
38. **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**

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

\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

Kyle Johnson  
Print DCA Name

2/7/2023  
Date

**SUBRECIPIENT**

  
\_\_\_\_\_  
Authorized Officer Signature  
Tom Litwicki

\_\_\_\_\_  
Printed Name and Title  
2/14/2023

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Department Head

Kate Vesely  
Printed Name

2/7/2023  
Date



**Exhibit A (8 pages)**

**Scope of Work**

- A. **Project Description:** Pima County is implementing the next phase of its Permanent Supportive Housing Project (Pilot Project, Project, or "PSH"), which is based on Housing First Principles. The Project pairs Housing Choice Vouchers rental subsidies with evidence-based community treatment for the purpose of transitioning program participants to stable housing. Additionally, the Project will provide wrap-around services to enable participants to maintain their housing, to stabilize families, to thrive in the community, and reduce the frequency of re-incarceration/detention.
- B. **Purpose Statement:** The County desires to support the greatest possible level of independence and self-sufficiency of Pima County residents by promoting their physical, mental and social well-being to cultivate a safe and healthy community. This Project will result in the target population's reduced use of emergency rooms, calls for service to first responders, jail bookings and criminal justice system involvement.
- C. **Performance-based Agreement:** This is a performance-based agreement, in which 15% of the Agreement amount will be paid to Subrecipient or Retained by the County is based on two performance metrics (further detailed in **Exhibit E**):
  - C.1. **Jail Avoidance Metric** which will account for 5% of total retainage. Initial benchmark will be set at 20% of all program exits or less being related to re-incarceration. Any new arrests or violations while in the program will count. If the cause of arrest is due to previous events prior to program intake (e.g. a sentence imposed after entry), OPCS will not be penalized and can be addressed between Subrecipient and County on a case-by-case basis. Retainage will increase commensurate with higher success. This metric will gauge the program's ability to prevent subsequent any new justice system involvement up to 12 months after the participant is placed in permanent supportive housing.
  - C.2. **Housing Retention Metric** which will account for 10% of total retainage. Initial benchmark will be set as 85% retention at six and 12 months. Retainage will increase commensurate with higher success. Housing retention will be defined as the total number of days that each participant maintains a lease, sublease, or occupancy agreement in the participant's name.
- D. **Participant Eligibility:** Eligible program participants are those who:
  - D.1. Have been booked into the Pima County Adult Detention Complex (PCADC), 2+ times in the previous 12 months,
  - D.2. Have a self-identified substance use or mental health condition, and
  - D.3. Are currently experiencing homelessness of any form (**see Definitions**).
- E. **Project Management:** Subrecipient is responsible to lead and serve as the backbone organization responsible for case management, billing and reporting.
- F. **Collaborative Partnerships:** Subrecipient is responsible for forming collaborative partnerships with agencies and for providing support services to the participants of the Project.
- G. **Subcontractor Relationships:** Subrecipient will be responsible for managing any subcontractor relationships and will be the primary contact for the Project.

- G.1. 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 Pay for Success 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. Subrecipient will share participant data with the County and the determined Evaluator for the purposes of program evaluation.
- H. **Key Personnel:** Subrecipient will provide the following key personnel, as well as any personnel outlined in **Exhibit E**:
- H.1. Program Manager/Supervisor. Responsibilities include, but may not be limited to: Point of contact with the County's Program Manager, attending learning collaborative meetings, responsible for Subrecipient billing and invoices, supervision of Subrecipient's program staff
- H.2. Case Manager(s). Responsibilities include: Care coordination, assistance with document retrieval, applying for mainstream benefits (e.g. AHCCCS, SNAP, and SSI/SSDI), housing navigation, living skills training, transportation coordination). This Agreement prefers a 15:1, Program Participant to Case Manager Ratio. However, case managers may take on additional clients when case contact is not as intensive.
- I. **Data for Evaluation:** Subrecipient will share participant data with the County and the determined Evaluator for the purposes of program evaluation. Data to be shared may include, but is not limited to, descriptive and demographic data such as gender, age, race/ethnicity, family/single, and participation activities, length of time in the Project, etc.
- I.1. A Data Use Agreement ("DUA") outlining the use and or disclosure of limited data to be shared for evaluation purposes will be mutually agreed upon by the County, Subrecipient and the Evaluator.
- I.2. Program Outcomes and Indicators Information: This section is for informational purposes and advises the Subrecipient on how the overall program will be evaluated. The County in conjunction with Evaluator will use the following metrics for project evaluation. These indicators will be a component of the overall program evaluation and will not be used to evaluate the Subrecipient.

Outcomes/Indicators	Data Elements
Housing Outcomes	<ul style="list-style-type: none"> <li>• Number of housing vouchers utilized by program participants</li> <li>• Number of program participants that sustain their housing for at least one year</li> </ul>
Housing Indicators	<ul style="list-style-type: none"> <li>• Number of program participants housed</li> <li>• Total number of people in households (e.g. family reunification) through vouchers</li> <li>• Length of time from enrollment to housing voucher approval, and lease up date, measured in Homeless Management Information System (HMIS)</li> <li>• Utilization rate of housing vouchers</li> <li>• Number of clients ineligible for housing voucher, as determined by City of Tucson Housing and Community Development Department</li> <li>• Duration of housing subsidy</li> </ul>
Participant Evaluation	<ul style="list-style-type: none"> <li>• Number of clients referred by demographics and referral source (relative to racial and ethnic disparity in jail and homeless population)</li> <li>• Ratio of clients referred to program participants enrolled</li> <li>• Program Participant attrition rate</li> </ul>

Health-Related Indicators	<ul style="list-style-type: none"> <li>• Number of program participants linked to behavioral/medical health services</li> <li>• Utilization rates of services/benefits by program participants</li> <li>• Average costs of emergency service for program participants</li> </ul>
Criminal Justice Indicators	<ul style="list-style-type: none"> <li>• Number of Jail Bookings</li> <li>• Number of Jail Bed Days</li> <li>• Number of law enforcement arrests</li> <li>• Number of law enforcement deflections</li> <li>• Cost of Jail Bed Days</li> </ul>
Connection to Mainstream Benefits:	<ul style="list-style-type: none"> <li>• Number of program participants increase income (employment, SSI/SSDI)</li> <li>• Number of program participants receiving benefits (e.g. AHCCCS, Medicare, SNAP, etc.)</li> <li>• Number of program participants who received IDs or birth certificates</li> </ul>

- J. **Data for Performance Measures:** Subrecipient will collect and share participant data with the County for purposes of performance measures. Subrecipient will collect and track monthly performance metrics that include, but are not limited to the following:
- J.1. Number and source of referral,
  - J.2. Demographics of clients referred,
  - J.3. Number of clients completing intake and date of intake,
  - J.4. Number of clients awaiting a voucher,
  - J.5. Number of clients housed,
  - J.6. Length of time between intake and receiving a voucher,
  - J.7. Length of time from receiving the voucher until the client is housed,
  - J.8. Descriptive and demographic data such as gender, age, race/ethnicity, family/single, age; veteran status; race; ethnicity; gender,
  - J.9. Vulnerability Index score,
  - J.10. Housing choice voucher (HCV) application status and loss of HCV, if applicable,
  - J.11. Lease date and termination, if applicable,
  - J.12. Rental unit move-in date,
  - J.13. Monthly rental subsidy amount and utility allowance amount,
  - J.14. Household information,
  - J.15. Housing and homelessness history, income information; and health insurance status.
  - J.16. Program exit, including date, reason exit destination, income at exit, non-cash and health insurance benefits at exit,
  - J.17. New justice involvement (arrests/violations while in the program),
  - J.18. Successful family reunifications and milestones of program participants.
- K. **Services and Activities:** Subrecipient will provide and incorporate, at minimum, the following services and activities as listed below:
- K.1. **Housing deposits and applications:** Subrecipient must have the capacity to locate affordable housing for lease by program participants, assist program participants with application completion, negotiate with potential landlords, ensure acceptance of HGV, and support program participants in securing a lease and utilizing the allocated housing subsidy.
  - K.2. **Income attainment:** Subrecipient will assist program participants in gaining, maintaining, and increasing income, as applicable, to promote program participant self-sufficiency.

- K.3. Intake and assessment:** Subrecipient will utilize intake and assessment forms to determine participant enrollment, needs, and progress.
- K.3.1. With County, Subrecipient will develop and utilize a validated assessment tool for intake/prioritization.
- K.4. Landlord engagement:** Subrecipient will work with local property managers or landlords to secure necessary affordable housing units for program participants.
- K.5. Life skills/residential services:** Subrecipient will make life skills and residential services available to program participants.
- K.5.1. Services may be delivered through the agency or in coordination with other community based service providers. These services may include, budgeting, tenant rights and responsibilities, independent living skills, and conflict resolution.
- K.6. Outreach and engagement:** Subrecipient must coordinate program intake with referred clients, in the community or upon release from the Pima County Adult Detention Complex, and keep program participants connected to the program.
- K.7. Service connection: (AHCCCS, Medicare, SNAP, SSI/SSDI):** Subrecipient will ensure that program participants are enrolled in mainstream benefits, where the program participant meets the eligibility requirements for the benefit (e.g. AHCCCS, Medicare, SNAP, and SSI/SSDI).
- K.8. Transportation services:** Subrecipient must provide transportation for program participants as necessary. Transportation needs may include pickup from Pima County Adult Detention Complex at release, housing search, or transportation to program participants' scheduled appointments.
- K.9. Out-Reach/In-Reach:** Subrecipient will maintain effective outreach and in-reach networks established in the Tucson metro and rural Pima County (Sahuarita, Marana, Aja, Green Valley, and Three Points). Services will include the following:
- K.9.1. A 24-hour outreach telephone number will be used when participants are located afterhours or on weekends, and the on-call operator will dispatch outreach staff as appropriate,
- K.9.2. Outreach staff, funded by Medicaid, will assist with enrolling participants in Medicaid/Medicare,
- K.9.3. Provide staff to screen and assess potential participants at the Pima County Adult Detention Center,
- K.9.4. Provide low barrier bridge housing at OPCS for women and men, couples, families, and persons with pets or hotel vouchers, and temporary storage, if needed.
- K.10. Coordinating community resources:** Subrecipient is responsible for coordinating care for program participants including physical and behavioral health care.
- K.10.1. Services that are not delivered directly by the Subrecipient will be documented, including coordination of physical and behavioral health care.
- K.11. Crisis intervention services/protocol:** Subrecipient will have a crisis protocol and plan for participants who may experience a crisis. Crisis intervention services should include harm reduction strategies, and a communication plan for program participants.
- K.12. Document retrieval services:** Subrecipient will assist enrolled participants in obtaining necessary documentation for securing a lease and applying for mainstream benefits (e.g. Arizona Identification Card, Social Security Card, and Birth Certificate).
- K.13. Voluntary Service Model:** Subrecipient will integrate opportunities for persons to participate in voluntary services and housing, adhering to the principles of harm reduction and Housing First. Outreach staff and Case Managers will offer repetitive opportunities to engage in housing all other services, including but not limited to integrated health services, detoxification, psychiatric care, and primary health care.

- K.13.1. **Items of necessity:** Items of basic need, such as clothing, food, water, and hygiene products will be offered to persons. Meaningful activities with a focus on engaging members in their community with activities that support recreation, social interaction, health & wellness, and employment.
  - K.14. **Hours of Operation:** Subrecipient will maintain regular business hours from 8 - 5, M-F, with weekend outreach coverage provided. Outreach staff and intake into low-barrier bridge housing will be available 24/7 by use of an on-call phone number.
  - K.15. **Intensive Case Management:** Subrecipient must provide Case Management services, utilizing the Intensive Case Management (ICM), Model, when working with clients involved in Housing First.
  - K.16. **Trauma-Informed Care.** Subrecipient will incorporate trauma-informed care into all aspects of PCHF program;
    - K.16.1. Including utilization of the Adverse Childhood Events (ACE) screening,
    - K.16.2. Providing trauma-informed care training for all staff,
    - K.16.3. Working closely with Community treatment providers to ensure the assessed needs relating to trauma history are incorporated into their treatment plan.
  - K.17. **Family Reunification Supportive Services:** Subrecipient will provide assistance to participants seeking family reunification. Subrecipient will abide by conditions set forth in **Exhibit E**.
- L. **Record Maintenance:** Subrecipient will be responsible for accurately maintaining and updating records in a timely manner. Records should include, but are not limited to intake, assessment documentation for all participant enrollment, participants' needs, and progress.
- M. **Homeless Management Information System (HMIS):** The complexity of PCHF requires the housing partner to maintain detailed and accurate information. OPCS is responsible for updating participant data in a timely manner in the Homeless Management Information System (HMIS).
- N. **Implementing "Phases" and Graduation.** Subrecipient will implement program milestones leading to participant graduation from the "wrap-around services" and intensive case management components of PCHF. The goal is to give participants tangible milestones and incentives to step down to lower levels of intervention and case management. Subrecipient will abide by conditions set forth in **Exhibit E**.
- O. **Performance Improvement:** Subrecipient must conduct performance monitoring and improvement of the specified outcomes as requested by the County. These efforts are intended to support learning and the sharing of best practices between contracted providers in order to improve outcomes for all program participants. This may include, but is not limited to, a monthly learning collaborative between service providers, Agreement review meetings where outcomes are discussed and strategies for improving outcomes are established, training, and compliance with support from a Third Party Consultant and program Evaluator.
- P. **Incorporating validated assessment tools:** to identify which referred individuals have the greatest needs, and therefore should be prioritized first for intake (as opposed to the current "first come, first served" process). Pima County determined that a waiting list management system is needed improvement in order to provide an objective way to serve those clients who are sitting on the waiting list while prioritizing the "higher risk" populations. Along with the current validated assessment tool utilized by Pima County Adult Probation and Pretrial Services, an additional risk assessment tool will

be employed to better identify priority populations and expedite the enrollment of the most vulnerable participants. Research demonstrates that “higher risk” individuals respond more positively to the concentration of case management and other wrap-around resources that PSH provides in conjunction with the Section 8 housing voucher system. This additional assessment will identify the individuals most in need of intensive resources and enhance the program’s ability to ensure access to them. Participants who score in the high-risk range will be in line for additional case management and earlier placement in PSH. Once the prioritization tool is developed and tested, participants will be replaced on the waiting list in PSH accordingly.

- Q. **Training Documentation:** Pima County will request documentation of Subrecipient staff training on a quarterly basis with an audit of personnel files to verify required staff training. Pima County will identify proper training on the following competencies: performance-based or outcomes-based procurement, reentry services, PSH, data collection, and outcomes validation.
- R. **Definitions and Practices.** County and Subrecipient will engage in, abide by, or utilize the agreed upon definitions/practices, as detailed below:
- R.1. **Housing First:** Housing First is a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent, and affordable housing. Although an individual experiencing homelessness may benefit from supportive services; such as, mental health or substance abuse counseling, participation in these services is not a prerequisite to access housing or a condition of maintaining it. In fact, the stability that a housing unit provides bolsters a tenant's ability to participate in these services. The Housing First philosophy focuses on simplifying the process of accessing housing by streamlining the application process and removing unnecessary documentation or site visits. It also ensures that supportive housing tenants are not subject to conditions of tenancy exceeding that of a normal leaseholder, including participation in treatment or other services. Research has demonstrated that this approach is effective in promoting housing stability, particularly among people who have been homeless for long periods of time and have serious psychiatric disabilities, substance use disorders and/or other disabilities.
- R.2. **Case management:** A collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an Individual's mental and physical health needs through communication and available resources to promote quality cost-effective outcomes. The Case Management ratio preferred in the subrecipient agreement is 1:15 so that the case managers can support the high-cost, high-need population involved with Housing First. However, case managers may take on additional clients when case contact is not as intensive.
- R.3. **Harm Reduction:** "The philosophy of harm reduction promotes and supports the right of people who use substances and engage in other risky behaviors to be treated with dignity and respect; their right to exercise self-determination related to use; and their right to a collaborative approach in therapeutic relationships." "Core principles include the following: individuals have a voice in their care; focus on reducing harm, not consumption; individual's decision to engage in risky behavior is accepted; individual is expected to take responsibility for their own behavior; individual is treated with dignity." (Mid-West Harm Reduction Institute).
- R.4. **Homeless Management Information System (HMIS):** The information system designated to comply with federal HUD data standards for managing information of persons experiencing homelessness.
- R.5. **Homelessness:** Persons are considered homeless if they are:
- R.5.1. Lacking a fixed, regular, and adequate nighttime residence; or

- R.5.2. Have a primary nighttime residence that is a public or private place not meant for human habitation; or
- R.5.3. Are living in a publicly or privately operated shelter designed to provide temporary living accommodations (including hotels, shelters, transitional housing, or by federal, state and local government programs); or
- R.5.4. Are exiting an institution and having resided in an emergency shelter or place not meant for human habitation prior to entering that institution.
- R.6. **Permanent Supportive Housing:** Permanent housing with leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability.
- R.7. **Voluntary Service Model (VSM):** VSM is an evidence-based practice with Outreach staff and Case Managers offering repetitive opportunities to engage in housing all other services, including, but not limited to, integrated health services, detoxification, psychiatric care, and primary health care. Individuals are also provided with items of basic need, such as clothing, food, water, and hygiene products, along with meaningful activities focused on engaging members in their community with activities that support recreation, social interaction, health and wellness, and employment.
- R.8. **Intensive Case Management (ICM):** The ICM model is one of the two evidence-based service models for PSH. It is a team-based approach that supports individuals through a case management approach. The goal is to help clients maintain their housing and achieve optimum quality of life through developing plans (i.e., treatment, housing, etc.), enhancing life skills, addressing physical and behavioral health needs (i.e., referrals to doctors, medication assistance, mental health counseling), engaging in meaningful activities, and connecting to community resources.
- R.9. **Trauma-Informed Care:** "...a service delivery approach focused on an understanding of and responsiveness to the impact of trauma. It promotes positive outcomes by emphasizing physical, psychological, and emotional safety and enhances wellbeing by empowering individuals to define their needs and goals and make choices about their care and services."
- S. **City of Tucson Roles and Responsibilities:** City of Tucson (COT) is not a party to this Agreement. It is anticipated the City of Tucson Housing and Community Development Department (THCDD) will provide the housing subsidies for the Project. THCDD will be responsible for the following:
  - S.1. Administering the Housing Choice Voucher ("HCV") program under applicable rules/regulations to provide housing assistance to program participants,
  - S.2. Conducting informal reviews with Subrecipient and clients that are initially deemed ineligible for HCV on a case-by-case basis,
  - S.3. Conducting program interviews/briefings to explain the rules of HCV program to both program participants and Subrecipient representative,
  - S.4. Conducting Informal hearings with Subrecipient and program participants who are in jeopardy of termination,
  - S.5. Determining HCV program eligibility, the following three criteria are absolute grounds for denial of assistance for which HCV cannot consider circumstances:
    - S.5.1. Production of methamphetamines on federally subsidized property,
    - S.5.2. Participant subject to a lifetime sex offender registration,
    - S.5.3. Households where 100% of the members do not have eligible immigration status.
  - S.6. Notifying the Subrecipient if the referred client is not eligible under the HCV regulations,
  - S.7. Notifying the Subrecipient if program participants are in jeopardy of termination,
  - S.8. Providing reasonable accommodation, as required by the referred clients, on a case-by-case basis, and

S.9. Work with County on developing prioritization tool.

**T. Consultants Roles and Responsibilities:**

T.1. The County will contract with an independent third-party **Evaluator**, to provide professional evaluation services of the Project, and

T.2. The County will contract with an independent third-party **Technical Assistance Provider**, to provide professional consulting, training, policy and assistance for this Project.

**U. County's Roles and Responsibilities:** As primary funder, program administrator, and coordinator, the County will be responsible for the following:

U.1. Administer monthly payments to the Subrecipient and manage performance retainage,

U.2. Monitor Agreement terms and performance metrics,

U.3. Assist Subrecipient in the development of referral pathways,

U.4. Manage consulting Agreements and Independent Evaluator,

U.5. Coordinate activities with independent evaluator and Subrecipient,

U.6. Coordinate learning collaborative meetings, and

U.7. Work with the City and Subrecipient in developing the prioritization tool.

*End of Exhibit A*



**Exhibit B (21 pages)**  
**Grant Deliverables**

**Deliverables**

**Pima County Housing First Pay for Success Initiative**

Award Number: 15PBJA-21-GG-04016-PFSH

Performance Period: 10/01/2021-03/31/2026

Solicitation Title: BJA FY21 Second Chance Act Pay for Success Initiative



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### Deliverable 1

*Analysis that demonstrates reentry service or PSH need using data indicating the number and needs of people to be served. To ensure the intended size and target population are identified, the grantee will provide a description of the mechanisms to identify the population along with a description of the contracted services.*

Pima County seeks to be a national leader in addressing homelessness among the justice-involved population. Individuals struggling with homelessness, criminal recidivism, and individuals with co-occurring issues considerably impact our community. The financial and human costs are too significant, and Pima County recognizes that there is a better way to address chronic homelessness and the cycle of incarceration, that will make our community safer, reduce expenditures costs, and improve lives. Even while Pima County establishes some of the country's most progressive justice reform programs and strategies, we observe our homeless population continuing to grow with great concern. The City of Tucson reported that from 2019 to 2020, our unsheltered population increased by over 60%; this rate is expected to continue to increase. When considering data reported through the unsheltered Point in Time Count, sheltered Point in Time count, and shelter beds not included in the 2020-sheltered Point in Time count, the overall number of people experiencing homelessness on a single night in Pima County rose by 20.9% from 1,372 in 2019 to 1,660 in 2020.

Further, local research indicates a strong correlation between chronic homelessness, co-occurring disorders, and justice involvement in our community. For example, our community's jail, the Pima County Adult Detention Complex (PCADC), conducted a "snapshot analysis" in March 2021 of the 1,435 individuals in custody. Sixty-five percent of detained individuals had reported substance use disorder, and 20% self-identified they were homeless. Pima County justice system partners have taken considerable measures to reduce the jail's population dramatically (then maintain the lowered amount; we average about 500 fewer detainees on any given day than before the pandemic); however, these strategies likely mean that Pima County's homeless population is struggling even more under the pandemic complications of accessing treatment, social service, and transportation.

The Pima County Housing First (PCHF) program launched in April 2019 to target this population: unsheltered individuals with co-occurring mental illness and substance use disorders and justice involvement with the goals of reducing utilization of emergency medical care, chronic homelessness, and justice involvement. After a multi-year study to determine the need and opportunity for a Permanent Supportive Housing (PSH) program in Pima County, the PCHF "pay for success" pilot program was created in collaboration with the City of Tucson (COT). Three additional partners enlisted to support the program: a housing service provider, an independent evaluator, and a technical assistance provider: Old Pueblo Community Services (OPCS), the RAND Corporation, and the Corporation for Supportive Housing (CSH) (respectively). The City of Tucson contributed specialty vouchers (housing vouchers that also include supportive services) to cover rental subsidy costs, and Pima County provided General Funds to underwrite all other costs associated with the pilot (\$3 million over a two-year pilot, concluding on June 30, 2021). Since

conclusion of the pilot project and during the grant-planning phase, Pima County has contributed additional funding to avoid any potential disruption or gaps in service. The RAND Report stated, "In the year prior to program entry, participants utilized a range of criminal justice and health care services. We found that 97 percent had used one or more criminal justice service during those 12 months, for a total cost of almost \$4.2 million, or about \$13,300 for an average participant. In terms of health care services, 57 percent of participants had utilized emergency, inpatient, or laboratory services in the year prior to program entry." High utilizers of public services continue to be the target population for PCHF.

The City of Tucson has allocated 200 vouchers for this program; 120 are currently in use (185 individuals have obtained PSH, and there have been 65 program exits), and 80 are currently available for use. As the availability of vouchers decreases and approaches the maximum allotment, The City of Tucson is open to allocating more vouchers if the needs of the program dictate it. If the City of Tucson were to provide additional vouchers, that could potentially increase the number of people served. Via this grant and with current capacity (120 vouchers in use), it is estimated that 80 individuals will be served during grant performance period, totaling 200 individuals since program inception. However, this is contingent on available vouchers, fluctuation of local housing market, entry and exit into the program, and other extraneous factors.

Pima County Housing First continues to alter the trajectory of lives by removing the stressors of homelessness and allowing individuals to focus on recovery. The program has been in operation for a few years and has a strong programmatic foundation; however, the need for housing in our community, like many others, has only increased. The value of this program has been illuminated via research and data, but also through many individual success stories. Based on the sheer number of individuals currently experiencing homelessness and future projections, now is not the time to ramp down. By funding this next phase of Pima County Housing First, the program will expand its reach and positively impact even more lives.

#### Eligibility

Based on the information provided by the past RAND Evaluation Report, the participant eligibility in PCHF is and will continue to be based on the following characteristics:

1. Homelessness of any form;
2. Two or more incarcerations in the Pima County Adult Detention Complex within the previous twelve months; and
3. Mental health and/or substance use disorder, as determined via self-reported questioner.

Based on the RAND report, in calendar year 2016, 560 individuals met the criteria above. Based on eviction statistics and booking patterns the number of individuals that meet or exceed these criteria will be continue in an upward trend.

The eligibility tool (Attachment 2) was developed to create a reference guide when potential program participants are referred to PCHF. PCHF receives referrals from multiple agencies, including:

Adult Probation in Pima County (ADP)	Pima County Justice Courts (PCJC)
Pima County Sheriff's Department (PCSD)	Tucson Police Department (TPD)
Pre-Trial Services in Pima County (PTS)	AZ US District Court
Old Pueblo Community Services (OPCS)	Pima County Public Defense Services (PCDS)

To date, there have been over 1,000 individuals referred to PCHF since program initiation in December of 2017. Most referrals have come through PCPD, JPR, and APD.

In the spring of 2020, when the pandemic initiated, there was a drastic reduction in the number of individuals meeting referral requirements. This reduction in eligibility requirements was thought to be due to officer not arresting individuals and booking into PCADC. PCHF recognized this challenge posed by the pandemic and expanded its eligibility requirements (Attachment 3) to include those arrestees taken through the Pre-Booking Modular and those receiving citations who would have been booked into the PCADC, but due to pandemic concerns, were not. The expanded eligibility continues to be in place.

#### Equity-based Tool to Identify Higher-Risk Individuals

During the initial pilot phase, Pima County utilized a "first-come, first-served" process for connecting individuals to the Housing First shelter. Research demonstrates that "higher risk" individuals respond more positively to the concentration of case management and other wraparound resources that PSH provides in conjunction with the Section 8 housing voucher system. To identify which referred individuals have the greatest needs and should be prioritized first for intake OPCS, contracted housing partner for HF, established a "Referral/Intake Process for Pima County Housing First" (Attachment 1). Currently, there are over 200 individuals on the waiting list. However, OPCS and Pima County determined the need for a robust prioritization process to accurately identify the highest-risk individuals. The new prioritization process will be informed by the Austin Prioritization Index, which centers on equity and individuals with lived experience in the creation of the tool. Once the prioritization tool is developed and tested, participants will be re-placed on the waiting list in PSH accordingly.

Pima County, in partnership with OPCS staff, Evaluator, and other key Stakeholders, will implement a research-based assessment tool to prioritize the enrollment of the most vulnerable participants. OPCS will continue to train program staff on trauma-informed care for all the program participants. Pima County will also work with OPCS to incorporate participant feedback and people with lived experience in identifying and implementing a new assessment tool.

The implemented assessment process and the tool will also support Pima County's effort to reduce racial disparities within the PCHF program. The RAND evaluation indicates that 75% of program participants are white. However, this does not reflect the jail population or community

overall. A new tool will create opportunities to evaluate the referral process and promote equity across the program and system.

#### **Contracted Services**

Due to the PCHF clientele having severe behavioral health needs, the contractor needed a more intensive and evidence-based case management model. Therefore, in the pilot project's Request for Proposals, Pima County required the adoption of an Intensive Case Management (ICM) model when working with clients involved in Housing First. The ICM model is one of the two evidence-based service models for PSH. A team-based approach that supports individuals through a case management approach. The goal is to help clients maintain their housing and achieve optimum quality of life through developing plans (i.e., treatment, housing, etc.), enhancing life skills, addressing physical and behavioral health needs (i.e., referrals to doctors, medication assistance, mental health counseling), engaging in meaningful activities, and connecting to community resources. The Case Management ratio preferred in the contract is 1:15 so that the case managers can support the high-cost, high-need population involved with Housing First. However, case managers may take on additional clients when case contact is not as intensive. In addition to the ICM model, OPCS must follow the Voluntary Service Model (VSM). VSM is an evidence-based practice with Outreach staff and Case Managers offering repetitive opportunities to engage in housing all other services, including, but not limited to, integrated health services, detoxification, psychiatric care, and primary health care. Individuals are also receiving items of basic need; such as clothing, food, water, and hygiene products, along with meaningful activities focused on engaging members in their community with activities that support recreation, social interaction, health and wellness, and employment.

## **Deliverable 2**

*Analysis that demonstrates the performance targets or outcomes selected for payment. Contracts must include recidivism performance targets or outcomes (rearrest, reconviction, reincarceration, revocation) and can include time to reoffense and reduction in severity of offense.*

In order to address homelessness in Pima County, County leadership supported an analysis in 2015 that identified the magnitude of the need for PSH units (Sorenson Impact Center, 2017). Following the analysis, Pima County conducted a yearlong feasibility assessment to determine whether and how a “Pay for Success” effort could serve as a tool to finance a PSH initiative to serve high utilizers of justice, behavioral health, and physical health systems. The assessment included individuals who had two or more bookings within calendar year 2016 in the Pima County Jail and lacked a permanent address; 560 individuals met these criteria. Based on further analyses conducted by Sorenson Impact in partnership with Pima County (Huckelberry, 2019), a PSH pilot project appeared feasible; however, the Steering Committee overseeing the feasibility assessment concluded not to pursue a Pay for Success financing structure.

As an alternative, Pima County sponsored a two-year pilot initiative that would provide housing support for up to 150 individuals experiencing homelessness with prior criminal justice involvement and behavioral health issues. Specifically, the pilot would provide clients with access to a housing choice voucher that provided a subsidy to apply to the monthly rental cost of a unit in the private market in Pima County. The City of Tucson’s public housing authority provided housing choice vouchers. Old Pueblo Community Services (OPCS) assessed, enrolled, and provided case management services to participants. Eligible participants who did not have shelter at the time of program entry were provided bridge (i.e., congregate) housing by OPCS while they applied for and obtained a housing voucher and before obtaining a subsidized rental unit in the community. Case management services included assistance in obtaining documentation and applying for the housing voucher, housing navigation services, and housing retention services once clients obtained a unit. (RAND Evaluation Report, pg. 3, 2021).

As the two-year study came to an end, county leadership decided that it was time to adopt more explicitly performance-based metrics into the payment structure, i.e., more specific “success measurements” with detailed metrics to tie improved outcomes for payment. Incorporating new metrics and benchmarks in this phase to measure success will support continuous quality improvement methods. The goals for these enhancements are to better support participants’ personal stability, housing stability, and reduce participant recidivism (measured by jail entry and reduced cost). Pima County will adjust the pay structure of the performance-based contract with the housing provider (OPCS), increasing the monthly vendor invoicing that the County retains from 10 to 15 percent. The change will allow the County to add additional performance measurement metrics to support reductions in recidivism and housing stability. Additionally, payments will be based on the population level rather than the individual level.

### **Jail Avoidance Metric**

Jail Avoidance (re-incarceration) is a new performance metric. The RAND Evaluation Report stated that several studies have shown that supportive housing programs can correlate a

reduction in hospital visits and re-incarceration among previously homeless individuals, which results in a cost savings. This metric will gauge the program's ability to prevent subsequent re-incarceration up to 12 months after the participant is placed in permanent supportive housing. The goal is to reduce re-incarceration, defined explicitly as an entry into PCADC. An initial benchmark will be that 80% of program exits are unrelated to re-incarceration. OPCS reporting indicates 22.5% of exits were due to an individual's incarceration. This data-based metric will stretch the current standard, incentivizing OPCS to further address and improve this. The performance metric is up to 5% of the total contract. The Pay for Success model will make payments in accordance with the following performance benchmarks:

Jail Avoidance Metric	% of paid retainage
<b>80% or above of program exits not related to re-incarceration</b>	<b>100%</b>
<b>65% - 79% of program exits not related to re-incarceration</b>	<b>85%</b>
<b>Below 65% of program exits are not related to re-incarceration with improved performance compared to previous quarter</b>	<b>70%</b>
<b>Below 65% of program exits are not related to re-incarceration with no improvement</b>	<b>0%</b>

#### Housing Stability Metric

The 2021 evaluation of PCHF conducted by RAND highlights that "among the 89 participants who had received PSH as July 1, 2020, 73 were still enrolled in PSH 12 months after their move-in date, yielding a 12-month housing retention rate of 82%". The program seeks to continue to evaluate program changes and to improve participant housing stability; in doing so, the 85% or above retention allows the opportunity to incentivize the progress. The performance-based contract metrics pertaining specifically to housing stability will account for up to 10% of the total retainage. This housing stability metric will be released in two parts, six-month retention (five percent) and 12-month retention (five percent). PSH participants will be deemed to have achieved the housing retention (six- or 12-month) thresholds if the eligible individual continues to hold a lease for permanent supportive housing from the time they are issued a housing voucher to the reporting date. Positive exits are defined as "any individual who exits PCHF for another permanent housing option." Mutual exits are defined as "any individual who can no longer utilize PCHF due to exceeding the financial eligibility threshold, forced to move due to structural issues with housing, extreme illness, or death." The housing metric will not include positive and mutual exits. Payments will be made in accordance with these performance benchmarks:



Housing Stability Metric – 6-Month Retention	% of paid retainage
<b>85% or above</b> clients achieved housing retention	<b>100%</b>
<b>75% - 84%</b> of clients achieved housing retention	<b>85%</b>
<b>Below 75%</b> of clients achieved housing retention, but <b>performance has increased compared to the previous quarter</b>	<b>70%</b>
<b>Below 75%</b> of clients achieved housing retention, and <b>no improvement has been made</b>	<b>0%</b>

Housing Stability Metric – 12-Month Retention	% of paid retainage
<b>85% or above</b> clients achieved housing retention	<b>100%</b>
<b>75% - 84%</b> of clients achieved housing retention	<b>85%</b>
<b>Below 75%</b> of clients achieved housing retention, but <b>performance has increased compared to the previous quarter</b>	<b>70%</b>
<b>Below 75%</b> of clients achieved housing retention, and <b>no improvement has been made</b>	<b>0%</b>

#### Additional Evaluation Outcomes Not Connected to Outcomes-Based Payment Structure

The RAND Evaluation Report recommended reviewing program fit for prospective participants, indicating that “(b)y examining the specific cases that consumed the most resources and time, Pima County may identify additional insights about the types of populations that the PCHF Initiative can most effectively reach and serve, and which types of populations may necessitate alternative interventions or higher levels of care (i.e., high- and low-fit candidates). Additionally, through ongoing performance monitoring, it may be possible for Pima County to identify high utilizers in real-time and guide them to an alternative (more intensive) care pathway.” Based on this recommendation, an additional outcome that will be utilized include incorporating a validated assessment tool during the intake processing and providing trauma-informed care in an effort to improve participant referrals to the program and identify the most appropriate placement for eligible participants. The City of Tucson is currently in the initial phase of developing a local assessment tool. Pima County will work with the City to develop the tool and utilize in programing. The development team is looking into a variety of options and seeking technical assistance to incorporate best practices and evidence-based tools into the assessment; at this time the team is contemplating informing the local tool with the Austin Prioritization Index.

OPCS will also incorporate, co-created with participants, established milestones involved in the PSH program. The total number of tenants who achieve the pre-established milestone “step down” levels of intervention and those who “graduate” from the program will be utilized as another data point to evaluate the program’s effectiveness. The “step-down” levels focus on clients’ increased self-sufficiency. Clients will need to maintain the “step-down” for a minimum of 3 months to be considered completed. “Step-down” levels will include:

Step Down Level	Measure
<b>Housing Self-Sufficiency</b>	Client has not received any late notices
<b>Financial Self-Sufficiency</b>	Client no longer utilizes hygiene or food box assistance Client no longer needs assistance paying pay due utility bills
<b>Justice Involvement Self-Sufficiency</b>	Client no longer utilizes Criminal Justice Advocate because their criminal case has been completed

Clients will be considered a “graduate” of PCHF once they have completed all step-down approaches for at least six-month or they received a positive exit from the program.

Data from the RAND Evaluation Report highlighted that 11% of households identified as having a child in the household. While most households enrolled in the program are single adults, the evaluation of phase I led to successful family reunification. To expand this outcome measure to apply to more program participants, OPCS will track family reconnection. Family reconnection can include but is not limited to clients reconnecting with their children, parents, siblings, and/or extended family. This client-driven case-management approach seeks to identify and nurture opportunities to strengthen relationships and resolve conflicts between clients and their families. The outcome will be measured by the total number of successful family reconnections for self-identified tenants compared to the total tenants participating in the family reconnection process. This outcome aims to provide successful reconnection to 20% of all tenants who request to participate. While not a component of the performance payment structure in this phase, measuring these outcomes will determine the need to incorporate in future performance payment structuring phases.

### **Deliverable 3**

*Analysis that demonstrates the grantee's decision about the performance-based or outcomes-based contract structure (e.g., phased approach over the period of the contract, inclusion of a hold-harmless period, etc.), repayment strategy (e.g., unit of outcome achieved, weighted incentives, percent change in outcomes, tiered payment scheduled, bonus payments), and timing of payments.*

#### **Performance-based Contract**

As the housing partner, the subrecipient agreement contains a set of contractual agreements. Due to the PCHF clientele having severe behavioral health needs, the contractor needed a more intensive and evidence-based case management model. Therefore, in the Request for Proposals, Pima County required the adoption of an Intensive Case Management (ICM) model when working with clients involved in Housing First. The Case Management ratio preferred in the contract is 1:15 so that the case managers can support the high-cost, high-need population involved with Housing First. However, case managers may take on additional clients when case contact is not as intensive. In addition to the ICM model, OPCS must follow the Voluntary Service Model (VSM) as stated in contract.

#### **Contract Structure**

A quarterly repayment structure will be used for the retainage portion of the performance-based contract. Invoices will be submitted, reviewed, and paid on a monthly basis, withholding the 15% (Jail Avoidance Metric at 5%, Housing Stability Metric at 10%) to be released on a quarterly basis. The first quarter of the payment structure will be operated under a hold-harmless period. The hold-harmless period refers to full payment of the first quarter retainage, as metrics will not be available. All other retainage will be released adhering to the identified metrics and repayments. OPCS will utilize a reporting template that displays the reporting measures compared to the measures required for payment. Department of Justice Services will verify the reporting documents and contact Pima County Finance to distribute the appropriate funding amount.

PCHF aims to continue to lower the use of jail bookings and criminal justice system involvement among program participants. In 2014, the jail population was nearing its capacity level of 2,200 individuals. Through various strategies, that number has been reduced: as of June 23, 2022, PCADC's jail population was 1,646. Sustaining a lower jail population depends, at least in part, on scaling PCHF. In addition, providing safe, secure housing with wraparound services creates an environment where an individual is less likely to recidivate. Pima County's goal is a recidivism rate of less than 20%, as defined by 80% of Housing First participants not returning to jail. Additionally, this goal is a metric of the outcomes-based repayment strategy.

#### **Repayment Strategy**

##### **Historic Repayment Structure**

Though the initial pilot of PCHF was not on a pay-for-success model, it employed a pay-for-success design that included performance-based contracting and independent evaluation. In this stable housing performance-based payment structure, the housing provider was reimbursed 90% of monthly invoices; 10% was retained. Pima County then used the information provided in a

Performance Payment Report to calculate the performance reimbursement payment owed. OPCS received total contract payments for participants remaining 90 days in stable housing and were not incarcerated during that time; the performance metric applied to the remaining 275 days in stable housing and the client not incarcerated. OPCS has historically exceeded housing retention. As of June 30, 2022, the 90-day PSH retention rate is 96.3%.

#### Current Repayment Structure

The Department of Justice Services will retain 15% of each monthly invoice. Of this 15%, 10% will be retained for Housing Stability and 5% for Jail Avoidance, as outlined below.

Monthly Retainage	% of retainage
Housing Stability (6-month: 5% and 12-month: 5%)	10%
Jail Avoidance (re-incarceration)	5%
<b>Total</b>	<b>15%</b>

Based on the performance in these two categories, as further detailed below, retainage will be released accordingly. In order to receive full payment for both Jail Avoidance and Housing Stability, OPCS would have to maintain 20% or lower recidivism rates and 85% or higher of housing stability, respectively. Payment will decrease as performance decreases.

*Performance Target 1 – Jail Avoidance (5%).* This new, data-based metric will gauge the program's ability to prevent subsequent criminal justice system involvement up to 12 months after the participant is placed in permanent supportive housing. The goal is to reduce re-incarceration, specifically defined as a booking into PCADC. The benchmark will be no more than 20% of program exits are related to re-incarceration. Payments will be made in accordance to the following performance benchmarks: 20% or below—entire retainage is paid; 21%-35%— 85% of retainage is paid; above 35% with improved performance compared to previous quarter—70% of retainage is paid; above 35% with no improvement—no retainage is paid. This metric is a stretch from what current data shows, incentivizing OPCS to address this.

Jail Avoidance Metric	% of paid retainage
80% of program exits not related to re-incarceration	100%
65% - 79% of program exits not related to re-incarceration	85%
Below 65% of program exits are not related to re-incarceration with improved performance compared to the previous quarter	70%
Below 65% of program exits are not related to re-incarceration with no improvement	0%

**Performance Target II – Housing Stability (10%):** The performance-based contract metrics pertaining specifically to housing stability will add up to 10% of the total retainage. This housing stability metric will be released into two parts, *six-month retention* (five percent) and *12-month retention metrics* (five percent). A PSH participant will be deemed to have achieved the housing retention (six- or 12-month) thresholds if the eligible individual continues to hold a lease for permanent supportive housing from the time they are issued a housing voucher to the reporting date. Payments will be made in accordance to these performance benchmarks for 6-month and 12-month retention (each calculated separately): 85% or above—entire retainage will be paid; 75%-84%—85% of retainage will be paid; below 75%, but performance has increased compared to previous quarter—70% of retainage will be paid; below 75% and no improvement has been made—no retainage will be paid. Special circumstances such as positive exits (any individual who leaves the program for another permanent housing option) or mutual exits (any individual who is no longer able to utilize PCHF due to not qualifying for PCHF, forced to move due to structural issues with housing, extreme illness, or death) will not affect retention.

Housing Stability Metric – 6-Month Retention	% of paid retainage
85% or above clients achieved housing retention	100%
75% - 84% of clients achieved housing retention	85%
Below 75% of clients achieved housing retention, but performance has increased compared to the previous quarter	70%
Below 75% of clients achieved housing retention, and no improvement has been made	0%

Housing Stability Metric – 12-Month Retention	% of paid retainage
85% or above clients achieved housing retention	100%
75% - 84% of clients achieved housing retention	85%
Below 75% of clients achieved housing retention, but performance has increased compared to the previous quarter	70%
Below 75% of clients achieved housing retention, and no improvement has been made	0%

#### Timing of Invoices

Subrecipient will invoice County on a monthly basis via a template provided by County. The County must receive invoices no more than thirty (30) days after the end of the billing period in which Subrecipient delivered the invoiced products or services to the County, except for the month of June. June requests will be submitted no later than July 8<sup>th</sup> to comply with County fiscal deadlines. The 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 thirty (30) calendar days after the end of the Agreement term. If Subrecipient has not submitted costs by April 30 2026, for the final period ending March 31, 2026, County will not reimburse those costs, and Subrecipient must absorb those costs. Subrecipient must submit an invoice and corresponding reporting for performance retainage payments no later than 30 days after the end of the quarter, except for the month of June. June requests will be submitted no later than July 8 to comply with County fiscal deadlines.

#### **Key Contractual Requirements**

The complexity of PCHF contractually will require the housing partner to maintain detailed and accurate information. OPCS will be responsible for updating participant data in the Homeless Management Information System (HMIS), providing a crisis intervention protocol for staff, record intake and assessment documentation for all participant enrollment, needs, and progress. In addition, OPCS maintains regular business hours from 8 AM – 5 PM, Monday – Friday, and a 24-hour outreach telephone number for clients to reach an on-call operator to dispatch outreach staff as appropriate. To track the success of this objective, County will monitor records of all staff training on trauma-informed care and a maintained waitlist management system.

## Referral/Intake Process for Pima County Housing First

1. The Housing First Eligibility Tool (see attached) is submitted by Tucson Police Department, Pima County Sheriff's Office, Adult Probation, Pre-Trial Services, City of Tucson Public Defender's Office, Jail Population Review Committee, or Pima County Public Defender's Office to the Pima County Housing First (PCHF) email [PCHF@helptucson.org](mailto:PCHF@helptucson.org)
2. Once received, the PCHF Data Entry Specialist reviews the referral and determines eligibility for the potential client.  
*Eligibility criteria includes: 2+ jail bookings at the Pima County Adult Detention Center in the last 12 months, Self-reported or observed mental health or substance use issues, and does this individual identify as homeless or have housing instability (see attached Housing First Pilot Project "Step by Step" form).*
3. If the referral is not eligible, the PCHF Data Entry Specialist informs the referral source via email or phone call.  
 IF NOT, eligible a referral is referred to Coordinated Entry to confirm eligibility criteria.
4. If the referral IS eligible the PCHF Data Entry Specialist sends the referral source, and if possible, the participant, a letter of acceptance.
5. PCHF Data Entry Specialist then adds the referral's name, contact information (to include: name, address, contact number, email address, and referral source) to the waiting list.
6. Data Entry Specialist organizes waiting list based off of points.
  - Unsheltered 5 points
  - Super User (an individual who frequently utilizes emergency services 4+ times in one year) 5 points
  - In Custody 4 points
  - Domestic Violence 3 points
  - Families 3 points
  - Pregnant 2 point

*If a health concern is determined to be a reason to be considered a priority population then that is indicated in the notes section.*
7. Data Entry Specialist sends the waiting list twice weekly to the Clinical Supervisor, Program Manager, and the Criminal Justice Advocates (CJA).
8. Using points system indicators the CJAs begin contacting referrals on the waiting list based on total points, if there is a tie then time on the list will be the tie breaker, in the event of special circumstances CJA's will meet the managers to determine course of action, and the County will be included in final decision making processes. CJA's will then schedule intakes, and if individuals are no longer eligible or not interested in the program the CJAs notify the Clinical Supervisor, Program Manager, and Data Entry

**Attachment 1**

Specialist. The PCHF Data Entry Specialist will then remove the uninterested/ineligible referral and update the waiting list.

September 2, 2020



Attachment 2

Housing First Pay for Success Initiative				
Please use this tool prior to making a referral to the Housing First Pilot Program. If the person meets criteria outlined below, please coordinate with Old Pueblo Community Services (OPCS) at (520) 378-1955 to obtain additional information and referrals.				
Please send this form to: <a href="mailto:PCHE@help Tucson.org">PCHE@help Tucson.org</a>				
Client Name:		Date of Referral:		
Client Date of Birth:		Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Referral Source (APD, PTS, PCSD, TPD, etc.):				
Referral Source Contact Info (Name & Number/Email):				
Current Location/Residence (Park, Private Property, Shelter, Jail, etc.):				
Current Address:				
Other Locations/Addresses:				
Required For PUNCH Eligibility (If YES, skip to question 3)				
1. 2+ Jail Bookings in last 12 months (if YES, skip to question 3)				
2. If NO, Is this a COVID-19 or pre-booking modular exception? (please add details in notes)				
3. Mental Health or Substance Use Issue (Please specify: self-report; observed; other)				
4. Homeless or has Housing Instability				
5. Is the person a U.S. Citizen?				
Required For PUNCH Eligibility (If YES, skip to question 3)				
Is the person a registered sex offender?				
Required For PUNCH Eligibility (If YES, skip to question 3)				
Has the person or their partner had any arson charges or convictions?				
General Notes:				
Does the person have a pet? (only one pet allowed in bridge housing)				
Does the person have shot records for their pets?				
Does the person have a partner?				
Does this person want OPCS low barrier bridge housing?				

**Additional legal information:**

Client's lawyer(s):

Client's PO:

Client's Judge:

Client's social service/behavioral health provider:

If the client has any open/un-adjudicated cases? Y/N; if so, with which jurisdiction (City/County):

DCS cases:

**Explanation on COVID 19 and/or Pre-Booking Modular exception**

Many potential participants do not meet the eligibility requirement pertaining to two jail incarnations in the previous twelve months for two reasons:

1. Due to the COVID 19 Pandemic, Law enforcement officers report that they are booking fewer arrestees and, instead, are making citation arrests; and
2. The Pre-Trial Services pre-booking modular significantly reduces the number of people who are actually booked into the jail.

These unintended consequences result in fewer people meeting the eligibility requirement who would otherwise be provided initially transitional housing and eventually permanent supportive housing. We have revised the eligibility requirements to include those arrestees taken through the Pre-Booking Modular or would have been arrested and taken to the PGADC but for the pandemic concerns. This way, we will serve those in need of housing and therefore adhering to one of the original precepts of the project to provide permanent supportive housing to those in need while addressing their mental health/substance use disorder in a clean and safe environment.



Criminal Justice Reform Unit

# MEMORANDUM

Date: April 15, 2021

To: Tom Litwicki, CEO  
Old Pueblo Community Services

From: Wendy Petersen   
Assistant County Administrator

**Re: Change in Pima County Housing First Pilot Project Eligibility**

I am writing today about the eligibility requirements for the Housing First Pilot Program. It has come to our attention that many potential participants do not meet the eligibility requirement pertaining to two jail incarnations in the previous twelve months for two reasons:

1. Due to the COVID 19 Pandemic, Law enforcement officers report that they are booking fewer arrestees and, instead, are making citation arrests; and
2. The Pre-Trial Services pre-booking modular significantly reduces the number of people who are actually booked into the jail.

The current requirements to be eligible for Housing First are:

1. Two or more incarcerations in the Pima County Adult Detention Complex within the previous twelve months;
2. Have a mental health and/or a substance abuse disorder; and
3. Are generally homeless

We've received reports from Mary Trejo, the City of Tucson Public Defender, that some of her clients would have been Housing First eligible had they not been processed through the Pre-Booking Modular and, accordingly, not being incarcerated. According to Pretrial Services Director, Domingo Corona, 270 pre-booking arrestees were released through the Pre Booking Modular in March of 2021 (a total of 2,956 Pre-Booking Arrestees have been released through the Modular since August, 2019 – see chart below)

Additionally, Sgt. Jack Julsing from the Tucson Police Department's Homeless Outreach program stated that since the onset of the pandemic, his officers are making citation arrests, rather than custodial arrests

These unintended consequences result in fewer people meeting the eligibility requirement who would otherwise be provided initially transitional housing and eventually permanent supportive housing.

I advised the Pima County Administrator, Chuck Huckelberry, of this issue by memo dated April 7, 2021.

Tom Litwicki, OPCS  
Re: Pima County Housing First Pilot Project Eligibility  
April 14, 2021  
Page 2

*Pima County Housing First Pay for Success Initiative  
FY21 Second Chance Act Pay for Success Initiative  
15PBJA-21-GG-04016-PFSH*

In a responding memo dated April 9, 2021, Mr. Huckelberry, advised that we should adopt this option:

We can revise the eligibility requirements to include those arrestees taken through the Pre- Booking Modular or would have been arrested and taken to the PCADC but for the pandemic concerns. This way, we would be serving those in need of housing and therefore adhering to one of the original precepts of the project: to provide permanent supportive housing to those in need while addressing their mental health/substance use disorder in a clean and safe environment.

In addition, Mr. Huckelberry recommended that we keep track of any substantial increase in the number of individuals being housed through Housing First who have avoided a second arrest because they have been released through the pre-booking facility or due to COVID-19.

Accordingly, as the date of this memo, the eligibility requirement for participation in the Housing First program are revised to include those persons who would have been arrested and incarcerated in the PCADC but for being taken into the Pre Booking Modular or for reasons related to the concerns of the spread of the COVID19 virus.

c: Alex Martinez, Program Coordinator  
Kate Vesely, Director of Justice Reform Initiatives  
Members of the Jail Population Review Committee  
Members of Housing First Steering Committee  
Members of Housing First Learning Collaborative  
Margaret Adams, Corporation of Supportive Housing

## Attachment 4



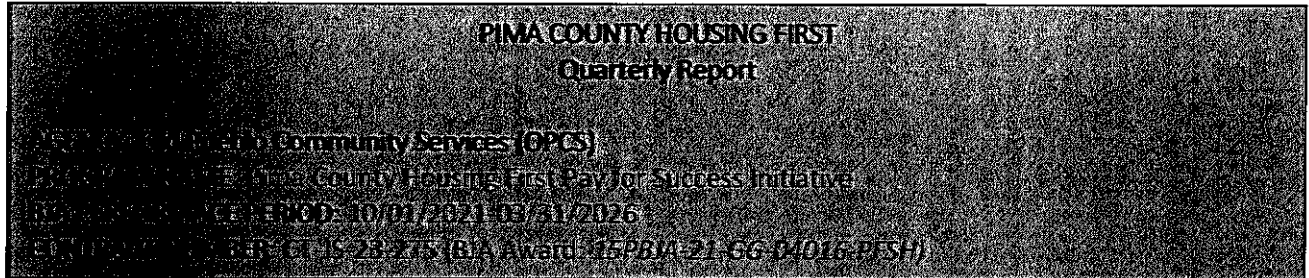
Pima County Housing First Pay for Success Initiative  
FY21 Second Chance Act Pay for Success Initiative  
15PBIA-21-GG-04016-PFSH

### KEY GOALS

The goal of the Pima County Housing First (PCHF) program is to expand and modify the pilot project design, and implement a Permanent Supportive Housing (PSH) program that will end chronic homelessness for individuals who are impacted by the justice system and living with co-occurring disorders. The desired outcomes of this program include providing safe and stable housing with wrap-around resources for individuals (and their families) exiting the jail, integrating mental health and substance use treatment services, and ultimately breaking the cycle of incarceration for participants (simultaneously improving community safety and reducing costs).

OUTCOME MEASURE #1	OUTCOME MEASURE #2	OUTCOME MEASURE #3	OUTCOME MEASURE #4	OUTCOME MEASURE #5
Participants maintain housing stability for 12 months. Housing stability tied to performance payments, and account for up to %10 of contract payments.	Reduce justice system involvement for participants enrolled in program. Participants	Incorporate a validated assessment tool during intake processing and provide trauma-informed care	Establish client milestones involved in PSH program	Provide family reunification to tenants who are noncustodial parents
CALCULATION	CALCULATION	CALCULATION	CALCULATION	CALCULATION
The total number of tenants who remained stably housed over a one-year period divided by the total number of tenants who were in housing at the beginning of the one-year period.	Participant households rebooked, rearrested, or reconvicted 6 – 12 months after a lease has been secured.	Utilize research based assessment (vulnerability-index and adverse childhood events) tools to prioritize clients on the waitlist	The total number of tenants who achieve the pre-established milestone “step-down” levels of intervention and those who “graduate” from the program compare to tenants who exit the program unsuccessfully	The total number of successful family reunification for self-identified tenants compared to total tenants who participate in the family reunification process
GOALS	GOALS	GOALS	GOALS	GOALS
<ul style="list-style-type: none"> <li>80% of participant households achieve housing stability for 12-months</li> </ul>	<ul style="list-style-type: none"> <li>85% of participant households do not have new rebooking, re-arrest, or re-conviction 6 months after lease-up</li> </ul>	<ul style="list-style-type: none"> <li>Expedite enrollment for vulnerable participants</li> <li>Maintain record of all staff training on trauma-informed care</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate</li> </ul>	<ul style="list-style-type: none"> <li>Provide successful reunification to 20% of all tenants that request to participate</li> </ul>
DATA SOURCE(S)	DATA SOURCE(S)	DATA SOURCE(S)	DATA SOURCE(S)	DATA SOURCE(S)
<ul style="list-style-type: none"> <li>Homeless Management Information System (HMIS)</li> <li>Leases or tenant files</li> </ul>	<ul style="list-style-type: none"> <li>Pima County Jail data source based on participant detail</li> </ul>	<ul style="list-style-type: none"> <li>Waitlist management system</li> <li>Methodology to select prioritization tool</li> </ul>	<ul style="list-style-type: none"> <li>Leases or tenant files</li> <li>Employment history if applicable</li> </ul>	<ul style="list-style-type: none"> <li>Client files</li> </ul>

Exhibit C (5 pages)  
Quarterly Report(s)



AGENCY CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

REPORT FOR THE QUARTER ENDING:

☐ MARCH 2023    ☐ JUNE 2023    ☐ SEPTEMBER 2023    ☐ DECEMBER 2023

Update on Grant Report

1. Is this the last reporting period for which the award will have data to report?
2. Was there grant activity during the reporting period? Please provide a reason for grant or no grant activity.

Program Description

3. What is the target population that your program serves? Select all that apply.
  - ☐ Males
  - ☐ Females
  - ☐ Youth (under 18 years)
  - ☐ Young Adults (18-35 years)
  - ☐ Adults (over 25 years)
  - ☐ High Risk (based on criminogenic risk/needs)
  - ☐ Medium Risk (based on criminogenic risk/needs)
  - ☐ Low Risk (based on criminogenic risk/needs)
  - ☐ There are no specific characteristics for target population
  - ☐ Other
    - i. If other, describe:

Baseline Recidivism

4. Have you calculated a baseline recidivism rate?
  - ☐ If no, please explain
5. What is the baseline recidivism rate? Provide a rate for a population that most closely represents the grantee's target population. If the grantee does not have a baseline rate similar to the target population, use a recidivism rate for individuals who have been released from a state facility, local prison, or jail.
6. What population was the baseline recidivism rate calculated for?
  - ☐ If other, please explain:
7. What type of baseline recidivism rate is the grantee providing?
  - ☐ If other, please explain:
8. How long was the follow-up period for the baseline rate (in months)?

9. What percentage reduction in recidivism is the grantee trying to achieve?
10. Is there any other additional information you would like to provide about the baseline rate or your recidivism reduction goal? If "no," write N/A.

#### Outcome Measure

11. Report each active SCA OBC during the reporting period in which it is executed.
12. Identify the number of outcome benchmarks established within all contracts since the beginning of the project.
13. Of those, how many were achieved during the reporting period?
14. Of those, how many were not achieved during the reporting period?

#### Contract Services

15. Since the beginning of the SCA OBC contract(s), enter the number of people receiving contracted services (i.e., total number of people who received a service).
16. Since the beginning of the SCA OBC contract(s), enter the number of people receiving contracted services (i.e., housing).
17. Since the beginning of the SCA OBC contract(s), enter the number of people receiving contracted services (i.e., recovery support services).
18. Since the beginning of the SCA OBC contract(s), enter the number of people receiving contracted services (i.e., substance use treatment).

#### Technical Assistance

19. Enter the number of people involved in the SCA OBC project that received training or were involved in a technical assistance engagement during the reporting period.

#### Baseline Year

20. Since the beginning of the SCA OBC contract, when compared to the base year, what is the percentage change in the following: Average length of stay in local jails involved in the project? (Only report those metrics that you are actively tracking)
21. Since the beginning of the SCA OBC contract, when compared to the base year, what is the percentage change in the following: People receiving housing services with stable housing for more than 6 months (percentage)? (Only report those metrics that you are actively tracking)

#### Research

22. Is your grant project working with an internal or external researcher or evaluator? *An internal researcher/evaluator is someone who is considered an FTE of the agency responsible for the operations of the program. This could include a crime analyst, internal statistics department employee, or someone from a research arm of the organization. An external researcher/evaluator is considered someone who is not organizationally affiliated with the agency responsible for the operations of the program. This typically includes research professors at universities or personnel hired from for-profit research or evaluation agencies.*
23. In what ways did your researcher/analyst contribute to the project during the reporting period?
24. Conducted data analysis (data collection, analysis, visualization, etc.)
25. Defined the problem of focus the project will address
26. Defined programmatic activities, procedures, or practices
27. Developed logic models
28. Developed evaluation or data collection plan
29. Conducted a process evaluation of the project
30. Conducted an outcome evaluation of the project
31. Evaluated the project's impact
32. Evaluated the project's efficiency (cost/benefit)
33. Evaluated the project's fidelity

34. Assisted with performance measure reporting
35. Shared analytical findings, recommendations, and promising practices with peer agencies or other researchers
36. Shared analysis results and/or recommendations with project personnel
37. Shared project successes with community members or the media
38. Other
  - If other, please describe:
39. During the reporting period, were adjustments made to the project's operating procedures based on research/evaluation findings?
  - If yes, please describe:

Crime Involvement

40. Since the start of the award, how many individuals:
  - Are still participating in post-release services?
  - Have successfully completed post-release services?
  - Did not complete post-release services?
41. What is the average number of days that have elapsed since individuals have been released from prison or jail? Calculate this rate by averaging the number of days since release for each individual.
42. Since the start of the award, enter the total number of individuals who are still participating in the program and have had court and/or criminal-involvement event:
  - Arrest and booking on a new charge:
  - Conviction on a new charge:
  - Revocation of the terms of supervised release:
  - Reincarceration:
43. Since the start of the award, enter the total number of individuals who successfully completed the program and have had court and/or criminal-involvement event:
  - Arrest and booking on a new charge:
  - Conviction on a new charge:
  - Revocation of the terms of supervised release:
  - Reincarceration:
44. Since the start of the award, enter the total number of individuals who unsuccessfully exited the program and have had court and/or criminal-involvement event:
  - Arrest and booking on a new charge:
  - Conviction on a new charge:
  - Revocation of the terms of supervised release:
  - Reincarceration:
45. How was the information obtained for those individuals who were arrested and booked on a new charge? Select the best option
  - If other, please specify:
46. How was the information obtained for those individual who were convicted of a new crime? Select the best option
  - If other, please specify:
47. How was the information obtained for those individual who were had a revocation of the terms of supervised release? Select the best option
  - If other, please specify:
48. How was the information obtained for those individuals who were reincarcerated? Select the best option



- If other, please specify
- 49. For which population(s) is the grantee able to obtain official justice information? Select all that apply
  - Individuals who are still participating in the program
  - Individuals who successfully completed the program
  - Individuals who unsuccessfully exited the program
- 50. Was the information for each individual verified? Verified is defined as assessing whether each individual has had a court or criminal involvement event since the start of the BJA Second Chance Act award.
- 51. How was the information for individual verified? Verified is defined as assessing whether each individual has had a court or criminal involvement event since the start of the BJA Second Chance Act award.
- 52. Please provide any additional information or comments about your court and criminal involvement data.

Narrative

- 53. What were your accomplishments during reporting period?
- 54. What goals were accomplished, as they relate to your grant application?
- 55. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?
- 56. Is there any assistance that BJA can provide to address any problems/barriers identified in question #3? - Yes/No
  - If yes, please explain.
- 57. Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer YES or NO and if no, please explain.) - Yes/No
  - If No, please explain
- 58. What major activities are planned for the next 6 months?
- 59. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?

			2019	2020				2021				2022			
			Oct-Dec	Jan-Mar	Apr-Jun	July-Sept	Oct-Dec	Jan-Mar	Apr-Jun Revised	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
CURRENT QUARTER	STAYERS	Housed 90 days or less		(3)	15	37	36	12	26	7	21	10	4		
		Housed 91-365 days				65	85	66	60	54	36	33	22		
		Housed 366+ Days				2	12	19	37	61	85	81	82		
	LEAVERS	Housed 90 days or less													
		Housed 91-365 days				9	2	10	0	4	12	2	8		
		Housed 366+ Days				10	2	4	4	7	13	14	13		
PREVIOUS QUARTERS (CUMULATIVE)	LEAVERS	Met Retainment Measure				9	13	27	91	92	67	83	104		
		Did Not Meet Measure													
	Retainment 90 Days					77/79	111/115	113/119	129/137	158/168	189/199	192/200	207/215		
	Retainment %					97.5%	96.5%	95.0%	94.2%	94.0%	95.0%	96.0%	96.3%		

*Subrecipient will utilize the template above for retainage reports, unless County and Subrecipient mutually agree upon another template. Reports must include all of the necessary metrics and performance targets including, but not limited to: Housing Stability, Jail Avoidance, Family Reconnection Services, and Milestones.*

***End of Exhibit C***

**Exhibit D (3 pages)**  
**Additional Grant Award Conditions**

**BJA AWARD CONDITION 18:** *Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)*

Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

**BJA AWARD CONDITIONS 21:** *Restrictions and certifications regarding non-disclosure agreements and related matters*

Subrecipient may not require any employee or Subrecipient to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, Subrecipient

- 1) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or Subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Subrecipients from reporting waste, fraud, or abuse as described above; and
- 2) certifies that, if it learns or is notified that it is or has been requiring its employees or Subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If Subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement Agreements, or both--

- 1) it represents that--
  - a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement Agreement, or subcontract under a procurement Agreement) either requires or has required internal confidentiality agreements or statements from employees or Subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Subrecipients from reporting waste, fraud, or abuse as described above; and

- b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and it certifies that, if it learns or is notified that any subrecipient, Subrecipient, or subcontractor entity that receives funds under this award is or has been requiring its employees or Subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**BJA AWARD CONDITION 23: *OJP Training Guiding Principles***

Any training or training materials that Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.oig.funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

**BJA AWARD CONDITION 28: *Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)***

Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition as “employee” of the Subrecipient or any subrecipient.

The details of Subrecipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/hunding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**BJA AWARD CONDITION 30: *Reporting potential fraud, waste, and abuse, and similar misconduct***

Subrecipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, Subrecipient, subcontractor, or other person has, in connection with funds under this award—

- A. submitted a claim that violates the False Claims Act; or
- B. committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

- A. online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/Agreement-grants.htm> (select “Submit Report Online”);
- B. mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 95 Pennsylvania Ave., NW, Washington, DC 20530;

and/or

- C. by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting at (202) 616-9881 (Fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

***End of Exhibit D***

**Exhibit E (5 pages)**  
**Budget, Compensation, Rates & Payment**

Office of Justice Programs funding of \$901,200.00 will be available via pay-for-success design during the term of the Subrecipient Agreement. Subrecipient shall not exceed the total not-to-exceed amount. Subrecipient shall not exceed federal fiscal year allocation of Office of Justice Programs grant funds. Exceeding NTE amount, line item thresholds, or incurring other expenses outside of approved line items will be the fiscal responsibility of Subrecipient. Subrecipient is responsible for adhering to both county and federal fiscal year requirements, deadlines, and allocations.

A quarterly repayment structure will be used for the retainage portion of the performance-based contract. Invoices will be submitted, reviewed, and paid on a monthly basis, withholding the 15% to be released quarterly. The first quarter of the payment structure will be operated under a hold-harmless period. The hold-harmless period refers to full payment of the first quarter retainage, as metrics will not be available. All other retainage will be released adhering to the identified metrics and repayments. OPCS will utilize a reporting template that displays the reporting measures compared to the measures required for payment. Department of Justice Services will verify the reporting documents and contact Pima County Finance to distribute the appropriate funding amount.

The Housing First Program will employ a pay-for-success design, which includes performance-based contracting and independent evaluation. In this stable housing performance-based payment structure, the housing provider is reimbursed 85% of monthly invoices; 15% is retained. Pima County then uses the information provided in a Performance Payment Report every quarter to calculate the performance reimbursement payment that is owed. Of this 15% retained, 10% will be retained for Housing Stability and 5% for Jail Avoidance, as outlined below.

Monthly Retainage	% of retainage
<b>Housing Stability (6-month: 5% and 12-month: 5%)</b>	<b>10%</b>
<b>Jail Avoidance (re-incarceration)</b>	<b>5%</b>
<b>Total</b>	<b>15%</b>

Based on the performance in these two categories, as further detailed below, retainage will be released accordingly. In order to receive full payment for both Jail Avoidance and Housing Stability, OPCS would have to maintain 20% or lower recidivism rates and 85% or higher of housing stability at both 6-month and 12-month, respectively. Payment will decrease as performance decreases.

*Performance Target I – Jail Avoidance (five percent).* This metric will gauge the program's ability to prevent subsequent criminal justice system involvement up to 12 months after the participant is placed in permanent supportive housing. The goal is to reduce re-incarceration, specifically defined as an entry into PCADC. If the cause of arrest is due to previous events prior to program intake (e.g. a sentence imposed after entry), OPCS will not be penalized and can be addressed between Subrecipient and County on a case-by-case basis. The benchmark will be no more than 20% of program exits are related to re-incarceration. Payments will be made in accordance to the following performance benchmarks: 20% or below—entire retainage is paid; 21%-35%— 85% of retainage is paid; above 35% with improved performance compared to

previous quarter—70% of retainage is paid; above 35% with no improvement—no retainage is paid.

<b>Jail Avoidance Metric</b>	<b>% of paid retainage</b>
<b>80% of program exits not related to re-incarceration</b>	<b>100%</b>
65% - 79% of program exits not related to re-incarceration	85%
<b>Below 65% of program exits are not related to re-incarceration with improved performance compared to previous quarter</b>	<b>70%</b>
Below 65% of program exits are not related to re-incarceration with no improvement	0%

*Performance Target II – Housing Stability (10%).* The performance-based contract metrics pertaining specifically to housing stability will add up to 10% of the total retainage. This housing stability metric will be broken down and released into two parts: *six-month retention* (five percent) and *12-month retention* metrics (five percent). Although they will be evaluated independently (5% for six-month and 5% for 12 months), they will comprise the 10% housing metric. A PSH participant will be deemed to have achieved the housing retention (six- or 12-month) thresholds if the eligible individual continues to hold a lease for permanent supportive housing from the time they are issued a housing voucher to the reporting date. Payments will be made in accordance to these performance benchmarks for 6-month and 12-month retention (calculated separately): 85% or above—entire retainage will be paid; 75%-84%—85% of retainage will be paid; below 75%, but performance has increased compared to previous quarter—70% of retainage will be paid; below 75% and no improvement has been made—no retainage will be paid. Special circumstances such as positive exits (any individual who leaves program for another permanent housing option) or mutual exits (any individual who is no longer able to utilize PCHF due to not qualifying for PCHF, forced to move due to structural issues with housing, extreme illness, or death) will not affect retention.

<b>Housing Stability Metric – 6-Month Retention</b>	<b>% of paid retainage</b>
<b>85% or above clients achieved housing retention</b>	<b>100%</b>
75% - 84% of clients achieved housing retention	85%
<b>Below 75% of clients achieved housing retention, but performance has increased compared to the previous quarter</b>	<b>70%</b>
Below 75% of clients achieved housing retention, and no improvement has been made	0%

<b>Housing Stability Metric – 12-Month Retention</b>	<b>% of paid retainage</b>
<b>85% or above clients achieved housing retention</b>	<b>100%</b>
75% - 84% of clients achieved housing retention	85%
<b>Below 75% of clients achieved housing retention, but performance has increased compared to the previous quarter</b>	<b>70%</b>
Below 75% of clients achieved housing retention, and no improvement has been made	0%

**Performance Targets and Evaluation Outcomes III, IV, X not connected to Pay-For-Success Structure:**

*Performance Target III – Milestones.* Subrecipient will also incorporate, co-created with participants, established milestones involved in the PSH program. The total number of tenants who achieve the pre-established milestone "step down" levels of intervention and those who "graduate" from the program will be utilized as another data point to evaluate the program's effectiveness. Clients will need to maintain the "step-down" for a minimum of 3 months to be considered complete. Clients will be considered a "graduate" of PCHF once they have completed all step-down approaches for at least six-month or they received a positive exit from the program. "Step-down" levels will include:

Step Down Level	Measure
<b>Housing Self-Sufficiency</b>	Client has not received any late notices
<b>Financial Self-Sufficiency</b>	Client no longer utilizes hygiene or food box assistance Client no longer needs assistance paying pay due utility bills
<b>Justice Involvement Self-Sufficiency</b>	Client no longer utilizes Criminal Justice Advocate because their criminal case has been completed

*Performance Target IV - Family reconnection services.* This can include but is not limited to clients reconnecting with their children, parents, siblings, and/ or extended family. This client-driven case-management approach seeks to identify and nurture opportunities to strengthen relationships and resolve conflicts between clients and their families. The outcome will be measured by the total number of successful family reunification for self-identified tenants compared to the total tenants participating in the family reconnection process. This outcome aims to provide successful reunification to 20% of all tenants who request to participate. While not a component of the performance payment structure in this phase, measuring these outcomes will determine the need to incorporate in future performance payment structuring phases.

*Performance Target X - Validated assessment tool for intake.* Through ongoing performance monitoring, it may be possible for Pima County to identify high utilizers in real-time and guide them to an alternative (more intensive) care pathway." Based on this recommendation, an additional outcome that will be utilized include incorporating a validated assessment tool during the intake processing and providing trauma-informed care in an effort to improve participant referrals to the program and identify the most appropriate placement for eligible participants. The City of Tucson is currently in the initial phase of developing a local assessment tool. Pima County will work with the City to develop the tool and utilize in programming. The development team is looking into a variety of options and seeking technical assistance to incorporate best practices and evidence-based tools into the assessment.

The subrecipient may dispute any calculations by discussion with the County Contracts and Compliance Specialist who will review payments and consider extenuating or unusual circumstances. County reserves the right to pay full Monthly Invoice Amount, without deductions, due to extenuating and unusual circumstances.

All the subrecipient's activities under this Subrecipient Agreement must comply with the budget cost centers to be eligible for payment. Each **monthly** invoice request for payment will include the following, but is not limited to and will be in the format of **Exhibit F**:

1. Copies of timesheet that inform time work efforts
2. General ledger to support all labor and personnel charges



3. Personnel time allocation to support payroll expenses charged to this Subrecipient Agreement and,
4. Copies of all receipts and/or checks (front/back) or the general ledger to support all purchased goods or services for which payment is sought
5. Other documentation, as needed and requested.

Subrecipient may invoice the County for indirect administrative expenses. Request for payment of Direct and Indirect administrative expenses will include proper documentation with written notation sufficient to establish the specific expense as administrative.

Subrecipient must submit monthly invoice requests for payment no later than thirty (30) calendar days following the expenditure amount, except for the month of June. June requests will be submitted no later than July 8<sup>th</sup> to comply with County fiscal deadlines. Requests for retainage reimbursement must be submitted along with corresponding quarterly reports no later than thirty (30) days after the end of the quarter for which payment is being requested, except for the month of June. June requests will be submitted no later than July 8<sup>th</sup> to comply with County fiscal deadlines.

Subrecipient must not bill the County for costs that are being paid by another source. Subrecipient must notify the County within ten (10) days of receipt of alternative funding for costs that would otherwise be eligible for payment pursuant to this Subrecipient Agreement.

Subrecipient will comply with Office of Justice Programs and County reporting requirements. Subrecipient will utilize **Exhibit C** to maintain reporting compliance. Reports may be requested by grantor or County outside of **Exhibit C** as needed in order to adhere to grant requirements.

#### **Budget synopsis of allocated program funding**

OPCS is the Subrecipient for this project, and provides all direct services to program participants (including program intake, transitional housing, and placement in permanent supportive housing, as well as all supplemental wrap-around resources, treatment coordination, and additional case management support beyond what an individual receives through mental health and/or substance use services).

The annual federal fiscal year amount budgeted for OPCS via the Office of Justice Programs grant is \$192,000 for program years 1-3, plus 20% in indirect costs, for a total of **\$230,400**. In the last year, a modest reduction will occur to allow for a larger evaluation budget. A breakdown of their funding via the Office of Justice Programs grant is estimated as follows, and can be amended via a grant budget modification approved by County and grantor:

#### **Old Pueblo Community Services Pima County Housing First Program (PCHF)**

Total Personnel Costs	\$165,694.00
Housing Costs	\$26,306.00
Indirect	\$38,400.00

<b>TOTAL YEARLY PROGRAM BUDGET</b>	<b>\$230,400.00</b>
--	---------------------

Line items are estimates only. Subrecipient may use reasonable discretion to deviate from projected figures as long as the variance is not more than 10% of the total budget value, the total amount invoiced does not exceed the NTE amount, and only can be utilized on approved line items. Changes less than 10% of the total annual budget are allowable and do not need approval, but require written notification.

*End of Exhibit E*

Exhibit F (2 pages)  
Invoice Templates  
**PIMA COUNTY INVOICE REQUEST**  
Bureau of Justice Assistance Grant

PIMA COUNTY HOUSING FIRST (PCHF) Invoice For The Month Of \_\_\_\_\_, 2023

This invoice is to be used for submitting all PERMANENT SUPPORTIVE - HOUSING FIRST PROJECT Billing to Pima County

PLEASE SEND INVOICE TO THE ATTENTION OF:

Pima County Justice Services  
ATTN: McKenzie Derfus  
Mckenzie.Derfus@pima.gov  
201 N Stone, 2nd Floor  
Tucson, AZ 85701

AGENCY INVOICE IS FOR:

Old Pueblo Community Services (OPCS)  
ATTN: Elynn Langer  
4501 E. 5th Street  
Tucson, AZ 85711  
RE: Pima County Housing First

PIMA COUNTY CONTRACT #

CT-JS 23\*275

FISCAL YEAR: 2023-2024

INVOICE DATE:

PROGRAM NAME:

Permanent Supportive - Housing First Project

INVOICE #:

MAJOR PROGRAM/PROGRAM:

GJS00002/GJS002

PAYMENT TERMS: Net 30 Days

	APPROVED BUDGET	Jan-23 Billed Amt	Feb-23 Billed Amt	Mar-23 Billed Amt	Apr-23 Billed Amt	May-23 Billed Amt	Jun-23 Billed Amt	Jul-23 Billed Amt	Aug-23 Billed Amt	Sep-23 Billed Amt	Oct-23 Billed Amt	Nov-23 Billed Amt	Dec-23 Billed Amt	YEAR TO DATE TOTAL	REMAINS TO BE SPENT
Personnel Costs	165,694.00													-	165,694.00
Housing Costs	26,306.00													-	26,306.00
Indirect Costs	38,400.00													-	38,400.00
<b>TOTAL CONTRACT BILLING</b>	<b>230,400.00</b>														<b>230,400.00</b>
Retainage (5%) - Housing Stability 6-month		-	-	-	-	-	-	-	-	-	-	-	-	-	
Retainage (5%) - Housing Stability 12-month		-	-	-	-	-	-	-	-	-	-	-	-	-	
Retainage (5%) - Jail Avoidance		-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>ADJUSTED CONTRACT BILLING</b>															

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

REQUIRED SIGNATURE(S):

OPCS Preparer Signature - please print & sign

Date

Contact Phone Num/Ext

OPCS Approver Signature - please print & sign

Date

Contact Phone Num/Ext

NOTE: QUARTERLY REPORT DUE WITH DECEMBER, MARCH, JUNE AND SEPTEMBER INVOICES.  
IF YOU DO NOT SUBMIT YOUR QUARTERLY REPORT, YOUR INVOICE WILL NOT BE PAID.

	ENTER YES	ENTER NO
Quarterly Retainage Report 1 has been submitted with the March 2023 Invoice		
Quarterly Report 2 has been submitted with the June 2023 Invoice		
Quarterly Report 3 has been submitted with the September 2023 Invoice		
Quarterly Report 4 has been submitted with the December 2023 Invoice		

~~~~~FOR PIMA COUNTY USE ONLY~~~~~

Date bill rcv'd/Initials

Date rtnd for corrections/Initials

Date rvwd & submitted for payment/Initials

PCHF Program Reviewer Signature - please print & sign

Date

OPCS Authorized Approver Signature - please print & sign

Date

CT-JS-23\*275

# PIMA COUNTY RETAINAGE REQUEST

## Bureau of Justice Assistance Grant

PIMA COUNTY HOUSING FIRST (PCHF) Invoice For The Month Of \_\_\_\_\_, 2023

This invoice is to be used for submitting all PERMANENT SUPPORTIVE - HOUSING FIRST PROJECT Billing to Pima County

PLEASE SEND INVOICE TO THE ATTENTION OF:

AGENCY INVOICE IS FOR:

PIMA COUNTY CONTRACT # CT-JS 23\*275 FISCAL YEAR: 2023-2024

Pima County Justice Services  
ATTN: McKenzie Derfus  
McKenzie.Derfus@pima.gov  
201 N Stone, 2nd Floor  
Tucson, AZ 85701

Old Pueblo Community Services (OPCS)  
ATTN: Ellyn Langer  
4501 E. 5th Street  
Tucson, AZ 85711  
RE: Pima County Housing First

REQUEST DATE: \_\_\_\_\_

PROGRAM NAME: Permanent Supportive - Housing First Project

QUARTER #: \_\_\_\_\_

MAJOR PROGRAM/PROGRAM: GJS00002/GJS002

| PIMAINV1000 - RETAINAGE - PCHP        |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      | YEAR TO DATE RETAINED QUARTERLY |  |
|---------------------------------------|-------------------------|----------------------|----------------------|--------------------------|----------------------|----------------------|-------------------------|----------------------|----------------------|-----------------------|----------------------|----------------------|---------------------------------|--|
| PAYMENT TERMS: Net 30 Days            | Jan-23<br>Billed Amt    | Feb-23<br>Billed Amt | Mar-23<br>Billed Amt | Apr-23<br>Billed Amt     | May-23<br>Billed Amt | Jun-23<br>Billed Amt | Jul-23<br>Billed Amt    | Aug-23<br>Billed Amt | Sep-23<br>Billed Amt | Oct-23<br>Billed Amt  | Nov-23<br>Billed Amt | Dec-23<br>Billed Amt |                                 |  |
| Housing Retainage 6-month (5%)        |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| Housing Retainage 12-month (5%)       |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| Jail Avoidance Retainage (5%)         |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| TOTAL RETAINAGE                       |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| TOTAL RETAINED QUARTERLY:             | QUARTER 1 (JAN - MARCH) |                      |                      | QUARTER 2 (APRIL - JUNE) |                      |                      | QUARTER 3 (JULY - SEPT) |                      |                      | QUARTER 4 (OCT - DEC) |                      |                      | YEAR TO DATE RELEASED           |  |
| Retainage Request 6-month (5%)        |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| Retainage Request 12-month (5%)       |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| Retainage Request Jail Avoidance (5%) |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| TOTAL RELEASED                        |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |
| TOTAL NOT RELEASED                    |                         |                      |                      |                          |                      |                      |                         |                      |                      |                       |                      |                      |                                 |  |

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

REQUIRED SIGNATURE(S):

OPCS Preparer Signature - please print & sign \_\_\_\_\_ Date \_\_\_\_\_ Contact Phone Num/Ext \_\_\_\_\_

OPCS Approver Signature - please print & sign \_\_\_\_\_ Date \_\_\_\_\_ Contact Phone Num/Ext \_\_\_\_\_

NOTE: QUARTERLY REPORT DUE WITH DECEMBER, MARCH, JUNE AND SEPTEMBER INVOICES.  
IF YOU DO NOT SUBMIT YOUR QUARTERLY REPORT, YOUR INVOICE WILL NOT BE PAID.

|                                                                             | ENTER YES | ENTER NO |  |
|-----------------------------------------------------------------------------|-----------|----------|--|
| Quarterly Retainage Report 1 has been submitted with the March 2023 Invoice |           |          |  |
| Quarterly Report 2 has been submitted with the June 2023 Invoice            |           |          |  |
| Quarterly Report 3 has been submitted with the September 2023 Invoice       |           |          |  |
| Quarterly Report 4 has been submitted with the December 2023 Invoice        |           |          |  |

~~~~~FOR PIMA COUNTY USE ONLY~~~~~

\_\_\_\_\_ Date bill rcv'd/Initials \_\_\_\_\_ Date rtnd for corrections/Initials \_\_\_\_\_ Date rvwd & submitted for payment/Initials

PCHF Program Reviewer Signature - please print & sign \_\_\_\_\_ Date \_\_\_\_\_

OPCS Authorized Approver Signature - please print & sign \_\_\_\_\_ Date \_\_\_\_\_

CT-JS-23\*275

End of Exhibit F