



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

Requested Board Meeting Date: 7/7/15

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Old Pueblo Community Services, Inc.

**Project Title/Description:**

United States Housing and Urban Development Continuum of Care Program - New Chance Collaboration  
- Provide transitional housing with supportive services to homeless people in Pima County

**Purpose:**

Assist homeless individuals in achieving self-sufficiency, stable housing and gainful full-time employment by providing case management, transitional housing, supportive services and education and/or employment opportunities.

**Procurement Method:**

County is the fiscal agent and recipient in a three agency consortium composed of Old Pueblo Community Services, Arizona Housing and Prevention Services, and Sullivan Jackson Employment Center

**Program Goals/Predicted Outcomes:**

Participants must obtain and remain in permanent housing:

1. 83.5% will remain in the program and complete case plans with employment and self-sufficiency goals.
2. 90% who are housed in scattered-site transitional housing will select units that can be maintained by earned income.
3. 90% who are housed in facility-based leasing will select units that can be maintained by earned income when they transition into permanent housing.
4. 80% who receive no benefits from mainstream health/human service programs upon entry will receive benefits within six months.
5. 90% will develop a budget.
6. 90% will have a savings account.
7. 90% will attend Life Skills and money management classes.

**Public Benefit:**

Supports in the economic development by helping to develop a trained and productive labor force and reduce homeless in Pima County.

**Metrics Available to Measure Performance:**

Homeless Management Information System (HMIS) and Pima County databases

**Retroactive:**

*To: COB - 6-24-15(1)  
PJS - 20*

Procure Dept 06/18/15 PM12:17

### Original Information

Document Type: CT      Department Code: CS      Contract Number (i.e., 15-123): 15-504

Effective Date: 7/1/15      Termination Date: 6/30/16      Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 123,244.00 ☐ Revenue Amount: \$

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

**Cost to Pima County General Fund: N/A**

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

### Amendment Information

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

Amendment No.: AMS Version No.:

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

☐ Expense    ☐ Revenue    ☐ Increase    ☐ Decrease    Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

**Contact: Rise Hart**

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: Ch. Lee Van der Art Eckstrom 8/17/15

Deputy County Administrator Signature/Date: [Signature] 6/17/15

County Administrator Signature/Date: C. J. McElaney 6/17/15  
(Required for Board Agenda/Addendum Items)



- C. The Pima County CoC applied for and received grant funds from the HUD CoC Program to fund various programs for the homeless throughout Pima County. Pursuant to HUD CoC Program requirements, the Pima County CoC determines the distribution of the Grant funds.
- D. The Pima County CoC has awarded County a portion of the HUD CoC Program Grant to provide transitional housing, employment and training assistance, and other necessary supportive services for the homeless ("the Grant").
- E. The Grant specifies that County will be the fiscal agent and recipient of the Grant funds for: Arizona Housing and Prevention Services, Inc., Old Pueblo Community Services, Inc., and Sullivan Jackson Employment Center (a County program).
- F. The Pima County CoC has designated Awardee for the provision of case management, leasing assistance and supportive services to homeless clients of Sullivan Jackson Employment Center.

**NOW, THEREFORE, the Parties agree as follows:**

**1.0 TERMS AND EXTENSIONS**

- 1.1 This Contract, as awarded by County, will commence on July 1, 2015 or upon execution by the Pima County Board of Supervisors, whichever is later and will terminate on June 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County will have the option to renew this Contract for up to three (3) 12-month periods or any portion thereof.
- 1.2 Except as set forth in paragraph 1.4 below, any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments to the Contract must be approved by the County before any services under the amendment commences.
- 1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Services, Employment & Training Department or his designee. Minor modifications are changes in the Scope of Work or Budget, which do not change the purpose of or the total compensation provided through this Contract and do not in any way increase the direct or indirect liability of the County under this Contract.

**2.0 SCOPE OF SERVICES**

- 2.1 Awardee will:
  - 2.1.1 Provide the County with the services described in the attached **Exhibit A – Scope of Work** and **Exhibit B – Definitions**.
  - 2.1.2 Comply with the standards established by the CoC pursuant to 24 CFR § 578.7(8) & (9).
  - 2.1.3 Employ suitably trained and skilled personnel to perform all services under this Contract.
  - 2.1.4 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Awardee must obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
  - 2.1.5 Unless otherwise provided for herein, the personnel delivering Contract services will:
    - 2.1.5.1 Be employees or volunteers of the Awardee;
    - 2.1.5.2 Satisfy any qualifications set forth in this Contract; and

- 2.1.5.3 Be covered by personnel policies and practices of Awardee.
- 2.1.6 Obtain and maintain all required licenses, permits and authority required for performance under this Contract.
- 2.1.7 Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Contract.
- 2.2 Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.3 No program funded under this Contract may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- 2.4 Awardee's performance must be to the satisfaction of the County and comply with all terms and conditions applicable to the grant funds provided under this Contract.
- 3.0 COMPENSATION AND PAYMENT**
- 3.1 In consideration for services specified in **Exhibit A** of this Contract, County agrees to pay Awardee up to **\$123,244.00** "the Maximum Allocated Amount".
- 3.2 Payment will be made from grants County has received from the United States Housing and Urban Development-Continuum of Care (CoC) Program ( "the awarding agency").
- 3.3 Payment of the full Maximum Allocated Amount is subject to the amount of funds allocated to and made available to County for this Contract. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unexpended funds will not be carried over into another fiscal year.
- 3.4 Requests for payments must be submitted to the County by the 15th working day of each month for the previous month of service. Invoices must reference this contract number and:
- 3.4.1 Be approved and signed by an authorized representative of the Awardee.
- 3.4.2 Be for services and costs as identified in **Exhibit A**.
- 3.4.3 Be accompanied by documentation which must include, but is not limited to:
- 3.4.3.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Contract.
- 3.4.3.2 Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
- 3.4.3.3 If reimbursement is authorized, detailed travel reports to support all travel expenses.
- 3.4.3.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed.
- 3.4.3.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.

- 3.4.3.6 A calculation of administrative or indirect costs (conditional upon receipt of indirect rate letter), evidencing that such costs do not exceed the 15% maximum of the total reimbursement provided under this Contract.
- 3.4.3.7 Any other documentation requested by County.
- 3.4.4 Be only for properly enrolled, eligible, and documented participants. (County will determine the eligibility of each program participant.)
- 3.4.5 If Awardee is required to provide matching funds under the terms of the awarding agency, Awardee must also provide the documentation described in Paragraph 3.4.3 for the matching funds.
- 3.5 **Awardee may not bill the County for costs which are paid by another source.** Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.6 If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.
- 3.7 County may, at its sole discretion:
  - 3.7.1 Determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.
  - 3.7.2 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
  - 3.7.3 **Deny payment** for any request for reimbursement received more than 90 days after the date set forth in Paragraph 3.4. If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**
- 3.8 Pursuant to A.R.S. § 11-622, **COUNTY will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 3.9 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term**. The request must be on an invoice that meets the requirements set forth in Paragraph 3.4 and include a report summarizing Awardee's performance during the Contract term.
- 3.10 **No payments will be made to Awardee, until all of the following conditions are met:**
  - 3.10.1 Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
  - 3.10.2 Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
  - 3.10.3 This Contract is fully executed; and
  - 3.10.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 3.11 Awardee will report to the County:
  - 3.11.1 Accrued expenditures;
  - 3.11.2 Program income, as defined by the awarding agency; and
  - 3.11.3 All other fiscal resources applied to expenses incurred in providing services under this Contract

- 3.12 Changes between budget line items may only be made as follows:
- 3.12.1 Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
  - 3.12.2 Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.13 Advances: County expects that Awardee will properly budget for its needs in order to provide the required services prior to reimbursement. In the event that an advance of funds is sought, the following apply:
- 3.13.1 Requests for an advance must be in writing and include a report of cumulative and projected expenditures and earnings in performance of this Contract and a detailed explanation of the circumstances that warrant an advance.
  - 3.13.2 Advance payments may be provided to Awardee only upon a written finding of the Director of Community Services, Employment and Training that extraordinary circumstances justify an advance.
  - 3.13.3 An advance will not exceed 1/12<sup>th</sup> of the annual contract amount or 90% of the potential earnings in the 30 day period as determined appropriate by County.
  - 3.13.4 The advance payment is a debt of Awardee to County.
  - 3.13.5 County will not pay Awardee for expenses incurred unless and until expenses exceed the amount of the advance.
  - 3.13.6 If expenses incurred during the 30 days immediately following the date of the advance, do not equal or exceed the amount of the advance, Awardee must immediately remit the remaining balance to County.
  - 3.13.7 Any interest earned on the funds advanced, must be remitted to County at the end of the contract term.
- 3.14 Within 30 days of a request from County, Awardee must submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in the Paragraph 3.11.
- 3.15 Disallowed Charges or Cost principles will be as follows:
- 3.15.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Awardee and may not be reimbursed with Department funds.

3.15.2 **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

3.16 For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 21.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

#### **4.0 INSURANCE**

4.1 Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Awardee from liabilities that might arise out of the performance of the work under this Contract by the Awardee, its agents, representatives, employees or subcontractors, and Awardee is free to purchase additional insurance.

4.2 Minimum Scope and Limits of Insurance: Awardee must have coverage with limits of liability not less than those stated below.

##### **4.2.1 Commercial General Liability – Occurrence Form**

4.2.1.1 Policy must include bodily injury, property damage, personal injury and broad form contractual liability.

|  |                |
|--|----------------|
| General Aggregate                                | \$2,000,000.00 |
| Products – Completed Operations Aggregate        | \$1,000,000.00 |
| Personal and Advertising Injury                  | \$1,000,000.00 |
| Blanket Contractual Liability – Written and Oral | \$1,000,000.00 |
| Fire Legal Liability                             | \$ 50,000.00   |
| Each Occurrence                                  | \$1,000,000.00 |

4.2.1.2 Policy must be endorsed to include coverage for sexual abuse and molestation.

4.2.1.3 Policy must be endorsed to include the following additional insured language:  
**“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Primary Insured”.**

4.2.1.4 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

4.2.2 Automobile Liability: Policy must include bodily Injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

4.2.2.1 Combined Single Limit (CSL) \$1,000,000.00

4.2.2.2 Policy must be endorsed to include the following additional insured language:  
**“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Awardee, involving automobiles owned, leased, hired or borrowed by the Awardee”.**

4.2.2.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

##### **4.2.3 Worker's Compensation and Employers' Liability**

4.2.3.1 Workers' Compensation Statutory amount



4.2.3.2 Employers' Liability:

|                         |                |
|-------------------------|----------------|
| Each Accident           | \$ 500,000.00  |
| Disease – Each Employee | \$ 500,000.00  |
| Disease – Policy Limit  | \$1,000,000.00 |

4.2.3.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

4.2.3.4 This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:

4.3.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by Awardee, even if those limits of liability are in excess of those required by this Contract.

4.3.2 Awardee's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.

4.3.3 Coverage provided by the Awardee will not be limited to the liability assumed under the indemnification provisions of this Contract.

4.3.4 The Project Name/Contract Number and project description must be noted on the Certificate of Insurance.

4.3.5 All Certificates of Insurance are to be received and approved by Pima County before work commences.

4.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, Community Services, Employment & Training, 2797 E. Ajo Way, Tucson, AZ 85713** by certified mail, return receipt requested.

4.5 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Awardee from potential insurer insolvency.

4.6 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

## 5.0 INDEMNIFICATION

5.1 Awardee will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Awardee, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

- 5.2 Awardee warrants that services provided under this Contract are non-infringing. Awardee will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

## **6.0 COMPLIANCE WITH LAWS**

- 6.1 Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 6.2 Awardee warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Contract, as set forth in Exhibit C – Warranties.

## **7.0 INDEPENDENT CONTRACTOR**

The status of Awardee will be that of an independent contractor. Neither Awardee nor Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Awardee will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Awardee's failure to pay such taxes. Awardee will be solely responsible for its program development, operation, and performance.

## **8.0 SUBCONTRACTOR**

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

## **9.0 ASSIGNMENT**

Awardee will not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

## **10.0 NON-DISCRIMINATION**

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

## **11.0 AMERICANS WITH DISABILITIES ACT**

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

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

## **12.0 AUTHORITY TO CONTRACT**

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

## **13.0 FULL AND COMPLETE PERFORMANCE**

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

## **14.0 CANCELLATION FOR CONFLICT OF INTEREST**

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

## **15.0 TERMINATION/SUSPENSION**

- 15.1 Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Awardee thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.
- 15.2 Insufficient Funds: Notwithstanding Paragraph 15.1 above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available
- 15.3 Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation by the County when the Awardee is found by County to be in default of any provision of this Contract.
- 15.4 Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 15.5 Suspension: County reserves the right to suspend Awardee's performance and payments under this Contract immediately upon notice delivered to Awardee's designated agent in order to investigate

Awardee's activities and compliance with this Contract. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

## **16.0 NOTICE**

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

### **County:**

Director  
Pima County Community Services  
2797 E. Ajo Way  
Tucson, AZ 85713

### **Awardee:**

Chief Executive Officer  
Old Pueblo Community Services, Inc.  
4501 E. 5th Street  
Tucson, AZ 85711

## **17.0 NON-EXCLUSIVE CONTRACT**

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

## **18.0 OTHER DOCUMENTS**

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

## **19.0 REMEDIES**

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

## **20.0 SEVERABILITY**

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

## **21.0 BOOKS AND RECORDS**

- 21.1 Awardee must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 Awardee must retain all records relating to this contract at least five (5) years after Awardee submits its single or last expenditure report or until completion of any action and resolution of all issues

which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

## **22.0 AUDIT REQUIREMENTS**

### **22.1 Awardee will:**

- 22.1.1 Establish and maintain a separate, identifiable accounting of all funds provided by County under this Contract.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 22.1.2 Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.**
- 22.1.3 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.**
- 22.1.4 Upon written notice from County, provide a program-specific or financial audit.** Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 22.1.5 Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 22.0, unless a different time is specified by County.** The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 22.1.6 Pay all costs for any audit required or requested pursuant to this Section 22.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.**

### **22.2 Awardee status:**

- 22.2.1 If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."**
- 22.2.2 If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.**

### **22.3 Timely submit the required or requested audit(s) to:**

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

## **23.0 CONFIDENTIALITY**

Awardee must maintain all client and applicant files confidential and will provide access to these files only to persons properly authorized. Awardee will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

## **24.0 COPYRIGHT**

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

## **25.0 PROPERTY OF THE COUNTY**

- 25.1 Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 25.2 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Awardee will not use or release these materials without the prior written consent of the County.

## **26.0 DISPOSAL OF PROPERTY**

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

## **27.0 COORDINATION**

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

## **28.0 ACCOUNTABILITY**

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Contract. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Contract. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

## **29.0 PUBLIC INFORMATION**

- 29.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Awardee to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 29.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Awardee submitted to County, County will notify Awardee on the same day the request is made or as soon as possible thereafter.
- 29.3 County will release Awardee's records ten (10) business days after the date of notice to the Awardee, unless Awardee has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.

- 29.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Awardee nor will County be in any way financially responsible for any costs associated with securing such an order.

### **30.0 ELIGIBILITY FOR PUBLIC BENEFITS**

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

### **31.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 31.1 Awardee hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this contract likewise complies with the State and Federal Immigration Laws.
- 31.2 County will have the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3 Any breach of Awardee's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Contract subjecting Awardee to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.
- 31.4 Awardee will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article (or Section?) by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
- 31.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Awardee. In the event that remedial action under this Article (or Section?) results in delay to one or more tasks on the critical path of Awardee's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Awardee will be entitled to an extension of time, but not costs.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

### 32.0 ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.


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

#### PIMA COUNTY

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

\_\_\_\_\_  
Date

#### AWARDEE

  
Authorized Officer Signature

Tom Litwinski  
Please print name


#### ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors

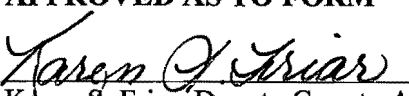
CEO  
Title

6/12/15  
Date

#### APPROVED AS TO CONTENT

  
Community Services, Employment  
& Training Director

#### APPROVED AS TO FORM

  
Karen S. Friar, Deputy County Attorney



## **EXHIBIT A SCOPE OF WORK**

### **SECTION 1 – PROGRAM OVERVIEW**

Awardee will work with county to assist homeless individuals in achieving self-sufficiency, stable housing and gainful full-time employment. Awardee will provide case management to and leasing assistance for homeless individuals by referred the Pima County Sullivan Jackson Employment Center ("SJEC").

### **SECTION 2 – PROGRAM ACTIVITIES – AWARDEE**

2.1 Awardee will provide case management and leasing assistance, and supportive services for program participants referred to Awardee by County as follows:

2.1.1 Case Management. Awardee will:

2.1.1.1 Assess individual and household needs.

2.1.1.2 Develop the following plans:

2.1.1.2.1 **Case plan.** The case plan must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency.

2.1.1.2.2 **Housing plan.** The housing plan must map out a path to permanent housing stability.

2.1.1.3 Develop a realistic household budget, that includes a savings plan, to ensure that the participant can maintain permanent housing after completing the program.

2.1.1.4 Help arrange and coordinate access to necessary resources to support the goals and objectives identified in the case and housing plans.

2.1.1.5 Meet with each program participant a minimum of twice per month to monitor and evaluate progress towards goals and outcomes established in the case and housing plans and adjust goals as warranted to ensure success.

2.1.1.6 Provide information about and referrals to other providers, when warranted.

2.1.1.7 Enter client information into the Homeless Management Information System (HMIS) and any other databases specified by County within three working days of an activities occurrence.

2.1.2 Housing. Awardee will:

2.1.2.1 Pursuant to 24 CFR 578.77(c), calculate each program participant's contribution to housing costs ("resident rent") and insure that participant pays rent monthly. **Rental payments by program participants are not to be considered "match" with regards to the cash match requirements of Continuum of Care programs.**

- 2.1.2.2 Provide the participant with leasing assistance. When Leasing funds are used to pay rent on individual housing units, the lease must be between the Awardee and the Landlord, with a sub-lease or occupancy agreement with the program participant.

2.1.3 Supportive Services. Awardee will:

- 2.1.3.1 Provide sixteen hours of life skills training, meeting two hours per week for eight weeks, to each program participant.
- 2.1.3.2 Track and evaluate each program participant's case plan progress and outcomes, coordinate necessary resources to support the participant's goals and objectives, and revise plans as necessary to achieve success.
- 2.1.3.3 Perform such other related functions as are necessary to implement the awarding agency requirements.

2.2 County will:

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

2.3 Awardee and County will:

- 2.3.1 Refer individuals without dependent children to Pima County Sullivan Jackson Employment Center for eligibility determination and enrollment into appropriate programs and services.
- 2.3.2 Meet at least once each month to:
  - 2.3.2.1 Review and evaluate each participant's case plan and progress towards achieving the goals and outcomes;
  - 2.3.2.2 Coordinate resources being offered to each participant;
  - 2.3.2.3 Avoid duplication of service; and
  - 2.3.2.4 Provide information and referrals to other service providers.

**SECTION 3 – PERFORMANCE OUTCOMES.**

- 3.1 Awardee will provide services to a minimum of fifteen (15) participants.
- 3.2 HUD CoC Program allows an individual's participation for up to 24 months from the date of enrollment. The following outcomes must be met by the conclusion of an individual's participation in the program:
  - 3.2.1 Participant must obtain and remain in permanent housing:

- 3.2.1.1 Eighty three and one half percent (83.5%) of participants will remain in the program and complete case plans with employment and self-sufficiency as the central goals.
- 3.2.1.2 Ninety percent (90%) of participants who are housed in scattered-site transitional housing will select units that can be maintained by earned income once HUD leasing assistance is terminated.
- 3.2.1.3 Ninety percent (90%) of participants who are housed in facility-based leasing will select units that can be maintained by earned income when they transition into permanent housing.
- 3.2.1.4 Of the participants who move into unsubsidized housing, sixty five (65%) will retain unsubsidized housing for at least a six month period.
- 3.2.1 Participant must increase their skills and income:
  - 3.2.2.1 Eight percent (80%) of participants who receive no benefits from mainstream health and human service programs upon entry will receive benefits within six months.
- 3.2.2 Participant must have a greater sense of self-determination:
  - 3.2.2.1 Ninety percent (90%) of all participants will develop a realistic budget based upon family and/or individual income.
  - 3.2.2.2 Ninety percent (90%) of all participants will have a savings account with a balance consistent with their case plan objectives.
  - 3.2.2.3 One-hundred percent (100%) of participants will participate in developing and revising their case plans.
  - 3.2.2.4 Ninety percent (90%) of participants will attend Life Skills and money management classes.

#### **SECTION 4 – BUDGET**

##### **Approved Budget**

For services provided **July 1, 2015 through June 30, 2016**, Awardee will be paid in accordance to the following table:

| <b>BUDGET LINE ITEM</b>     | <b>AMOUNT</b>       |
|-----------------------------|---------------------|
| Leasing                     | \$32,616.00         |
| Case Management             | \$74,132.00         |
| Operating Budget            | \$12,329.00         |
| Administrative Costs (3.5%) | \$4,167.00          |
| <b>Total Program Budget</b> | <b>\$123,244.00</b> |

END OF EXHIBIT A

## **EXHIBIT B DEFINITIONS**

1. "Aftercare" means continued, active intervention at post-placement or after participation in a program to effect continued progress.
2. "Applicant" means a person who has applied for but not received any services beyond basic assessment, information and referral, and labor exchange.
3. "Case Management" means a process of assessing, case planning, advocating, monitoring and evaluating. More specifically it is the process of assessing the entire individual situation and family needs, developing goals and setting up specific plans and tasks to meet those goals, including revising and amending goals as needed and evaluating the progress made. The case planning process involves the client and is guided by the case manager.
4. "Eligible" refers to an applicant who meets all Federal, State, and County eligibility requirements for the program being funded under this Contract and declared eligible and enrolled in a program authorized under this Contract and who is receiving services authorized under this Contract.
5. "Extended Training" means academic remediation, GED preparation, participation in public education at an appropriate level, vocational skills training, apprenticeship, on-the-job training or a combination of two or more of the training options.
6. "Follow-up" means intervention following program completion to track maintenance of goals and objectives.
7. "Full-time Employment" means 40 hours per week of employment for which compensation is received.
8. "HUD" means the United States Department of Housing and Urban Development.
9. "IHSSP" means Individual Housing and Supportive Services Plan or any equivalent participant assessment and service planning document which includes a case plan and an employment development plan.
10. "Life Skills" means the provision of life management instruction required for daily function; communication and interpersonal skills; accessing community resources.
11. "Program Income" means gross income, including interest, received by Awardee, or a subcontractor, and directly generated by activities supported by funds provided under this Contract. Program Income includes, but is not limited to, earned income, loan processing/packaging fees, service fees, fund-raising activities, sales, usage or rental fees, and royalties.
12. "Real Property Leasing" also, referred to as HUD rental assistance, means leasing and/or payment of individual residential housing units (in compliance with HUD 24 CFR 578.49) for eligible homeless clients. The amount of assistance and number of units of housing to each subcontractor is established in the Technical Submission submitted to HUD, made part of the IGA between Pima County and HUD.

13. "Self-Sufficiency" means the ability to maintain oneself without outside aid. The capability of providing for the needs of self and minor dependents.
14. "Supportive Services" means services that facilitate movement towards and maintenance of self-sufficiency and or independence through full-time employment. Supportive Services may include, but are not limited to, child care, employment assistance, outpatient health services, case management, assistance in locating and accessing permanent housing, transportation, and counseling.
15. "Transitional Employment" means short-term job training with public or private for-profit firms with employment opportunities to aid participant in acquiring soft skills such as attendance, getting along with co-workers, and learning the appropriate work attitudes and behaviors. Also, service that assist participants in maintaining and or upgrading employment.
16. "Transitional Housing" means housing up to 24 months that facilitates movement towards self-sufficiency. Additionally, under HUD CoC Program funding, transitional housing charges the participant a portion of the rent.
17. "Unsubsidized Permanent Housing" means housing that an individual/family lives in for a self-determined period of time.

END OF EXHIBIT B

**EXHIBIT C  
WARRANTIES**

Awardee certifies, as evidenced by the signature (initials), that in carrying out its obligations pursuant to this Contract, comply with applicable laws, regulations, requirements and special provisions, as follows:

| <b>Requirements</b>   |
|---|
| 1. HUD Regulations 24 CFR Part 578, Continuum of Care (CoC) Program   |
| 2. 2 CFR Parts 200 and 2400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards  |
| 3. 29 CFR Part 96 and 99, Single Audit Act  |
| 4. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations  |
| 5. Child labor laws, including, but not limited to A.R.S. § 23-230 <i>et seq</i> , to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.  |
| 6. Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.  |
| 7. 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace – Awardee certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.   |
| 8. 29 CFR Part 93 Lobbying Certification - Awardee certifies that no federal funds have been paid or will be paid, by or on behalf of the Awardee to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. |
| 9. 29 CFR Parts 30, 31, 32, 33, 34, 36 and 37 Nondiscrimination and Equal Opportunity Requirements  |
| 10. Awardee certifies that no funds provided pursuant to this Contract will be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract will be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.   |

END OF EXHIBIT C