



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

**Requested Board Meeting Date:** 9/1/2015

**or Procurement Director Award** ☐

**Contractor/Vendor Name:** The Primavera Foundation Inc  
**(DBA):**

**Project Title/Description:**

Primavera Foundation, Inc., located at 151 W. 40th Street, Tucson, AZ 85713.

**Purpose:**

Awardee will use SHP CASA for Families II program funds to provide transitional housing assistance and support services to homeless families with children to help them obtain permanent, unsubsidized, housing and stability.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

Awardee's SHP CASA for Families II program will directly assist homeless families with children in obtaining and remaining in permanent, unsubsidized housing; increasing skills and/or income; and, achieving a greater sense of self-determination and confidence to successfully transition out of homelessness.

**Public Benefit:**

The housing assistance and the wrap-around support services Awardee provides to homeless families with children will enable them to live independently and become self-sufficient.

**Metrics Available to Measure Performance:**

Homeless Families Served (minimum)	Achievement
18	Remain in transitional housing for 12 months or move into permanent housing
19	Maintain or increase income through earnings or available benefits
20	Meet at least one goal on the Individual Housing and Service Plan during every six months in the program

**Retroactive:**

Yes, The reason is we had to wait until the HUD Grant Revenue amendment was approved by the Board of Supervisors before we could submit this expense contract..

**Original Information**

Document Type: CT Department Code: CD Contract # (i.e., 15-123): 16000000000000000046

Effective Date: 7/1/2015 Termination Date: 6/30/2016 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 274,593.00

☐ Revenue Amount: \$

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

Cost to Pima County General Fund: 0

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**

To: COB 8-27-15 (2) pgs. 27 Addendum  
Ver. 1

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: \$

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Contact: John Matheny, Program Coordinator

Department: Community Development & Neighborhood Conservation Telephone: 724-8779

Department Director Signature/Date: Margaret M. Kue 08/19/2015

Deputy County Administrator Signature/Date: J. B. A. A. 8-19-15

County Administrator Signature/Date: C. D. D. D. 8/24/15  
(Required for Board Agenda/Addendum Items)

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**PIMA COUNTY COMMUNITY DEVELOPMENT AND  
NEIGHBORHOOD CONSERVATION DEPARTMENT**

CONTRACT

NO CT-CD-16 0000000000000000 46

AMENDMENT NO.

This number must appear on all documents pertaining to this contract.

<b>Program/Project Name:</b>	CASA for Families II – Supportive Housing Program Renewal Agreement
<b>Awardee:</b>	Primavera Foundation, Inc. 151 W. 40 <sup>th</sup> Street Tucson, AZ 85713
<b>DUNS No.:</b>	148847700
<b>Project Description:</b>	Provision of transitional housing and supportive services to homeless families in Pima County and, when possible, transition into permanent “unsubsidized” housing.
<b>Contract Term:</b>	<u>July 1, 2015</u> , or upon execution by the Pima County Board of Supervisors, whichever is later, through <u>June 30, 2016</u> .
<b>Project Description:</b>	Primavera Foundation provides transitional housing and supportive services to homeless families in the Pima County. The families assisted with SHP funds are generally transitioned into permanent “unsubsidized” housing over a one-year period.
<b>Amount:</b>	\$274,593.00
<b>Funding:</b>	U.S. Department of Housing and Urban Development
<b>Federal Contract No.</b>	AZ0026L9T011407
<b>Award Date:</b>	July 1, 2015

CFDA	Program Description	Nation Funding	Pima County Award
14.267	Supportive Housing Program (SHP)	FY 2016 est. \$88,673,228,496.00	\$561,552.00

Is this a Research and Development Contract: ☐ Yes ☒ No

Awardee is a ☒ Subrecipient ☐ Contractor

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Primavera Foundation, a non-profit in the State of Arizona (“Awardee”).

**RECITALS**

- A. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- B. On January 17, 2015, County submitted an application to the United States Department of Housing and Urban Development for the Supportive Housing Program, CASA for Families II Renewal Grant.
- C. County entered into the SHP Renewal Grant Agreement with HUD (Pima County Contract No. GTAM 15\*058) accepting the SHP funds.

- D. Pursuant to the Grant, SHP funds must be used to provide transitional housing and supportive services to Pima County homeless families.
- E. Awardee submitted a proposal for transitional housing and supportive services to County which was included in County's request to HUD for the Renewal Grant in accordance with the terms of the 2015-2016 Annual Action Plan ("Plan").
- F. County has determined that the services or activities proposed in Awardee's proposal are eligible for SHP funding and in the best interests of the residents of Pima County.
- G. On September 1, 2015, the Pima County Board of Supervisors authorized inclusion of Awardee's proposal for use of SHP funds in County's request to HUD for the Renewal Grant.
- H. SHP funds in the amount of **\$274,593.00** have been allocated to Awardee for FY 2015-2016.

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

<b>Awardee</b>	Primavera Foundation, Inc.
<b>CAPER</b>	Consolidated Annual Performance and Evaluation Report
<b>County</b>	Pima County
<b>Family</b>	A household unit consisting of at least one adult and one child
<b>Grant, the</b>	SHP Renewal Grant Agreement between County and HUD
<b>Homeless</b>	A family or individual who, in addition to other conditions: (A) lacks a fixed, regular, and adequate nighttime residence; (B) will imminently lose their primary nighttime residence; (C) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member; or (D) is an unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless. Defined with more specificity at 24 CFR § 576.2.
<b>HMIS</b>	Homeless Management Information System
<b>HUD</b>	United States Department of Housing and Urban Development
<b>SHP</b>	Supportive Housing Program, CASA for Families II (24 CFR Part 583)
<b>Supportive services</b>	Services provided to homeless families or persons set forth in 42 U.S.C. §11385(c). Includes: (A) establishing and operating a child care services program; (B) establishing and operating an employment assistance program; (C) providing outpatient health services, food, and case management; (D) providing assistance in obtaining permanent housing, employment counseling, and nutritional counseling; (E) providing security arrangements necessary for the protection of residents of supportive housing; (F) providing assistance in obtaining other Federal, State, and local assistance available; and (G) providing other appropriate services.
<b>Transitional housing</b>	Residence that facilitates the movement of homeless individuals and families to permanent housing. (42 U.S.C. §11384(b))

## 1.0 TERM AND EXTENSIONS

- 1.1 This Agreement, 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 Agreement. County will have the option to renew this Agreement for up to one (1) 12-month period 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 Agreement 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 Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope or budget, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 1.5 Notwithstanding paragraph 1.1 above, the terms of this Agreement will survive and remain in effect during any period that Awardee has control over SHP funds, including program income.

## 2.0 SCOPE OF SERVICES

- 2.1 Awardee will:
  - 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
  - 2.1.2 Comply with the coordinated entry 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 Agreement.
  - 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 Agreement.
  - 2.1.5 Unless otherwise provided for herein, the personnel delivering Agreement services will:
    - 2.1.5.1 Be employees or volunteers of the Awardee;
    - 2.1.5.2 Satisfy any qualifications set forth in this Agreement; 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 Agreement.
  - 2.1.7 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
  - 2.1.8 Maintain proper and complete books, records and accounts pertaining to the Grant and the individuals and families served. Records must be made readily available to duly authorized representatives of County for inspection, monitoring or audit at any time during normal business hours. Records must include:
    - 2.1.8.1 Accurate and timely data entered in the HMIS as required by 24 CFR § 576.500(n);
    - 2.1.8.2 Completed SHP Homeless Certification, attached as **Attachment A-1**, for every applicant.

2.1.8.3 All data required for the County's CAPER; and

2.1.8.4 Any additional information necessary to meet other reporting requirements.

2.1.9 Undertake the same obligations to the County, as the County does to HUD pursuant to the Grant. Awardee will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Awardee to fulfill obligations to HUD.

2.2 Confidentiality. Awardee:

2.2.1 Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Awardee's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.

2.2.2 **Will strictly comply with the confidentiality requirements for records, data collection and service provisions set forth in 24 CFR § 576.500(x), 578.23(c)(4)(i) and (ii), and the HMIS Policies and Protocols..**

2.2.3 Will provide access to these files only to persons properly authorized.

2.2.4 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

2.2.5 Certifies that it meets and will continue to meet the requirements set forth in 24 CFR §578.23(c)(4)(i) through (iv).

2.3 Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

### 3.0 MONITORING AND EVALUATION

3.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Awardee and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Awardee is:

3.1.1 Making adequate and acceptable progress in the provision of services;

3.1.2 Maintaining adequate and acceptable systems to document services and expenditures;  
and

3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

3.2 For monitoring and evaluation, Awardee must provide source documentation for payroll which may include, but is not limited to:

3.2.1 Employment letters;

3.2.2 Authorization for rates of pay, benefits, and withholding;

3.2.3 Minutes from Board of Directors' meetings establishing salary schedules and benefit packages;

3.2.4 Copies of written policies;

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

3.2.6 Employee certifications of time spent:

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

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

3.3 Awardee must cooperate in the monitoring and evaluation process by County and/or HUD.

3.4 Awardee must assist County in providing reports and documentation related to Awardee's performance and, where applicable, the impact of the SHP-funded activities on the community, to HUD.

3.5 If monitoring and evaluation finds that Awardee's performance is substandard, Awardee will be in default of this Agreement. If Awardee fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.

3.6 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement.

#### 4.0 COMPENSATION AND PAYMENT

4.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee **up to \$274,593.00** ("the Maximum Allocated Amount").

4.2 Payment will be made from the Grant County has received from the U.S. Department of Housing and Urban Development ("the awarding agency").

4.3 Payment of the full Maximum Allocated Amount is subject to the SHP funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.

4.4 **Pursuant to the agreement between HUD and County (Pima County Contract No. GTAM 15\*058) and the Pima County Board of Supervisor's approval of this allocation of SHP funds to Awardee on June 22, 2015, Awardee may be reimbursed for eligible costs associated with activities under this Agreement from and after July 1, 2015.**

4.5 Awardee must submit monthly request for reimbursement as follows:

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

- 4.6 Requests for reimbursement must:
- 4.6.1 Reference this contract number.
  - 4.6.2 Be approved and signed by an authorized representative of the Awardee.
  - 4.6.3 Be for services and costs as identified in **Exhibit A**.
  - 4.6.4 Be accompanied by documentation which must include, but is not limited to:
    - 4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
    - 4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
    - 4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
    - 4.6.4.4 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 by the employee and authorizing supervisor.
    - 4.6.4.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.
    - 4.6.4.6 Any other documentation requested by County.
  - 4.6.5 Be accompanied by the Monthly Request for Payments attached hereto as **Exhibit B**.
  - 4.7 If Awardee is required to provide matching funds under the terms of the awarding agency, Awardee must also provide the documentation described in Paragraph 4.6 for the matching funds.
  - 4.8 **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
  - 4.9 If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.
  - 4.10 County may, at its sole discretion:
    - 4.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
    - 4.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
    - 4.10.3 **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.
    - 4.10.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Date Request for Reimbursement is submitted
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21



Month Expense Incurred	Date Request for Reimbursement is submitted
June	July 15
September	October 31

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

- 4.11 Pursuant to A.R.S. § 11-622, COUNTY **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 4.12 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 3.4 and include a report summarizing Awardee's performance during the term of the Agreement.
- 4.13 **No payments will be made to Awardee, until all of the following conditions are met:**
  - 4.13.1 Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
  - 4.13.2 Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
  - 4.13.3 This Agreement is fully executed; and
  - 4.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.14 Awardee will report to County:
  - 4.14.1 Accrued expenditures;
  - 4.14.2 Program income, as defined by the awarding agency; and
  - 4.14.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.15 Changes between budget line items may only be made as follows:
  - 4.15.1 Changes of LESS than 10% of the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or 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 designee.**
  - 4.15.2 Changes of MORE than 10% 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.**
- 4.16 Disallowed Charges or Cost principles will be as follows:
  - 4.16.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Awardee and will not be reimbursed with Department funds.

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

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

## 5.0 PROGRAM INCOME

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

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

5.2.1 Report to County all program income, as defined at 24 CFR §578.97(a), generated and received as a result of activities carried out with the SHP funds provided pursuant to this Agreement. These reports are due quarterly.

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

## 6.0 INSURANCE

6.1 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 Agreement by the Awardee, its agents, representatives, employees or subcontractors, and Awardee is free to purchase additional insurance.

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

### 6.2.1 Commercial General Liability – Occurrence Form

6.2.1.1 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

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

6.2.1.3 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”.**

6.2.1.4 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.

6.2.2 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 Agreement.

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

6.2.2.2 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".**

6.2.2.3 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.

**6.2.3 Worker's Compensation and Employers' Liability**

6.2.3.1 Workers' Compensation Amount required by statute

6.2.3.2 Employers' Liability:

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

6.2.3.3 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.

6.2.3.4 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.

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

6.3.1 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 Agreement.

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

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

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

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

6.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement 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 Development and Neighborhood Conservation, 2797 E. Ajo Way, Tucson, AZ 85713** by certified mail, return receipt requested.

6.5 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.

6.6 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 Agreement amendment but may be made by administrative action.

## **7.0 INDEMNIFICATION**

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

## **8.0 COMPLIANCE WITH LAWS**

- 8.1 Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement 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 Agreement will apply, but do not require an amendment.
- 8.2 Awardee will comply with the requirements of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and 24 CFR 578, including, but not limited to:
  - 8.2.1 Homeless participation requirements, 24 CFR §578.75(g); and
  - 8.2.2 Affirmatively furthering fair housing requirements, 24 CFR § 578.93
- 8.3 Awardee warrants that SHP funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
  - 8.3.1 Political activities;
  - 8.3.2 Inherently religious activities;
  - 8.3.3 Lobbying;
  - 8.3.4 Political patronage; or
  - 8.3.5 Nepotism activities.
- 8.4 Awardee will comply with the applicable provisions of:
  - 8.4.1 Davis-Bacon Act (Public Law 107-217), as amended;
  - 8.4.2 Section 3 of the HUD Act of 1968 as amended;
  - 8.4.3 Environmental review under 24 CFR part 50;
  - 8.4.4 Section 6002 of the Solid Waste Disposal Act;
  - 8.4.5 Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252;
  - 8.4.6 Lead –Based Paint Poisoning Prevention Act (42. USC 4821-4846);

- 8.4.7 Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended; and
- 8.4.8 All rules and regulations applicable to the Acts set forth above.
- 8.5 Awardee will ensure that:
  - 8.5.1 Shelter provided meets HUD shelter and housing standards defined in 24 CFR §576.403.
  - 8.5.2 Every unit provided pursuant to this Agreement meets the applicable housing quality standards ("HQS") set forth in 24 CFR §578.75(b), including, but not limited to:
    - 8.5.2.1 HQS under 24 CFR § 982.401; and
    - 8.5.2.2 Lead-based paint requirements in 24 CFR part 35, subparts A, B, H, K and R.
  - 8.5.3 As required in 24 CFR §578.75(b)(1) and (2), physical inspections of each unit are conducted prior to occupancy and at least annually thereafter.
  - 8.5.4 Units meet the suitable dwelling size set forth in 24 CFR §578.75(c).
- 8.6 Awardee must ensure that all activities undertaken pursuant to this Agreement:
  - 8.6.1 Are eligible activities under the Supportive Housing Program 24 CFR Part 583; and
  - 8.6.2 Conform to the CASA for Families II SHP Renewal Application County submitted to HUD.
- 8.7 Awardee will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

## **9.0 INDEPENDENT CONTRACTOR**

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 Agreement 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.

## **10.0 SUBCONTRACTORS**

- 10.1 Except as provided in paragraph 10.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 10.3 Awardee will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 10.4 Awardee must include the provision set forth in paragraph 3.6 in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or

withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

## **11.0 ASSIGNMENT**

Awardee will not assign its rights to this Agreement 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.

## **12.0 NON-DISCRIMINATION**

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

## **13.0 AMERICANS WITH DISABILITIES ACT**

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

## **14.0 AUTHORITY TO CONTRACT**

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

## **15.0 FULL AND COMPLETE PERFORMANCE**

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

## **16.0 CANCELLATION FOR CONFLICT OF INTEREST**

- 16.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 16.2 Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR §§ 84.42 578.95(b) and (c).

## 17.0 TERMINATION AND SUSPENSION

- 17.1 Termination for Convenience: County reserves the right to terminate this Agreement 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.
- 17.2 Insufficient Funds: Notwithstanding Paragraph 17.1 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. 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.
- 17.3 Termination for Cause: This Agreement 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 Agreement.
- 17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 17.5 Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, 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.

## 18.0 NOTICE

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

### County:

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

### Awardee:

Peggy Hutchison, Executive Director  
Primavera Foundation, Inc.  
702 S. 6th Avenue  
Tucson, AZ 85713

## 19.0 OTHER DOCUMENTS

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

## 20.0 BOOKS AND RECORDS

- 20.1 Awardee will keep and maintain all records specified in 24 CFR 578.103 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 20.1.1 A full description of each action or activity taken to comply with this Agreement;
  - 20.1.2 Completed SHP Homeless Certifications;
  - 20.1.3 All data required for the County's CAPER;
  - 20.1.4 Conflicts of interest requirements, 24 CFR § 578.95(b) and (c);
  - 20.1.5 Homeless participation requirements, 24 CFR §578.75(g); and
  - 20.1.6 Affirmatively furthering fair housing requirements, 24 CFR § 578.93 Eligibility documentation and determination;
  - 20.1.7 Documentation of compliance with the fair housing requirements, 24 CFR §578.93;
  - 20.1.8 Disbursements of funds;
  - 20.1.9 Financial records 24 CFR 84.21 – 28; and
  - 20.1.10 Any additional information necessary to meet other SHP or HUD reporting requirements.
- 20.2 Awardee will accurately and timely enter data in the HMIS as required by 24 CFR § 576.500(n)
- 20.3 Awardee must retain all records pertaining to this Agreement for five (5) years after County submits the annual performance and evaluation report to HUD in which the SHP-funded activities under this Agreement are reported on for the final time 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.

## 21.0 AUDIT REQUIREMENTS

- 21.1 Awardee will:
- 21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
  - 21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.



- 21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.

21.2 Awardee status:

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

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

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

## **22.0 COPYRIGHT**

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

## **23.0 PROPERTY OF THE COUNTY**

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

## **24.0 DISPOSAL OF PROPERTY**

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

## **25.0 COORDINATION**

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

## **26.0 PUBLIC INFORMATION**

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

## **27.0 ELIGIBILITY FOR PUBLIC BENEFITS**

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

## **28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 28.1 Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this contract likewise complies with the State and Federal Immigration Laws.
- 28.2 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.
- 28.3 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 Agreement subjecting Awardee 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, 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.

28.4 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."

28.5 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.

## **29.0 REMEDIES**

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

## **30.0 SEVERABILITY**

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

## **31.0 NON-EXCLUSIVE AGREEMENT**

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

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### 32.0 ENTIRE AGREEMENT

- 32.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 32.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 32.3 This Agreement 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 Agreement on the date written below.

#### PIMA COUNTY

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

Date: \_\_\_\_\_

ATTEST

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

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

Margaret M. Kul  
Director, Community Development and Neighborhood Conservation 08/18/2015

APPROVED AS TO FORM:

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

#### AWARDEE

Peggy Hutchinson  
Signature

Peggy Hutchinson, CEO  
Printed name and title

Date: 8/18/15

## SCOPE OF WORK

1. **Program Title and Location:**

Primavera Foundation, Inc., located at 151 W. 40<sup>th</sup> Street, Tucson, AZ 85713.

2. **Program Purpose:**

Awardee will use SHP CASA for Families II program funds to provide transitional housing assistance and support services to homeless families with children to help them obtain permanent, unsubsidized, housing and stability.

3. **Program Activities:**

3.1. **Rental Assistance.** Awardee will provide rental assistance for transitional housing as allowable per 24 CFR 578.51 to **at least 25 homeless families with children**. Rental assistance activities will include, but are not limited, to the following:

- 3.1.1. Rents;
- 3.1.2. Security deposits;
- 3.1.3. Housing quality inspections;
- 3.1.4. Vacancy loss; and
- 3.1.5. Property damage.

3.2. **Case Management:**

- 3.2.1. Awardee will employ a minimum of **1.309 FTE** qualified case managers to provide services under this Agreement.
- 3.2.2. Each case manager shall perform case management duties as allowable per 24 CFR 578.53(3), including, but not limited to:
  - 3.2.2.1. At intake, develop individualized Housing and Service Plans for each participating family. The Plans must focus on a path to obtaining permanent housing stability;
  - 3.2.2.2. Implement the Housing and Service Plans throughout the family's tenure in the SHP program;
  - 3.2.2.3. Assist each participating family in obtaining available federal, state and local benefits and services for which they are qualified;
  - 3.2.2.4. Actively make available, market, and, when appropriate, refer adult program participants to employment assistance and job training services provided by the Pima County Sullivan Jackson Employment Center ("SJEC").
  - 3.2.2.5. When a referral to SJEC is not appropriate, document the specific reasons in client records and HMIS reports;
  - 3.2.2.6. Provide career and family counseling;
  - 3.2.2.7. Utilize the centralized and coordinated assessment system as required under 24 CFR 578.23(c)(9) and document all participant activities in HMIS; and
  - 3.2.2.8. Provide appropriate information about and referrals to other providers.

- 3.3. Childcare: Awardee will:
  - 3.3.1. Assist participating families with finding appropriate childcare services from an Arizona Department of Economic Security ("DES") licensed provider;
  - 3.3.2. Approve selection of childcare provider; and
  - 3.3.3. Provide a voucher to cover costs or pay childcare provider for services and other reasonable and related expenses.
- 3.4. Food: Awardee will provide participating families with financial assistance, in the form of gift cards, for meals and groceries.
- 3.5. Outpatient health services: Awardee will:
  - 3.5.1. Assist participating families in securing direct outpatient treatment for non-cosmetic medical and dental services allowed under CFR 578.53(e)(12);
  - 3.5.2. Ensure medical and dental providers selected are properly licensed; and
  - 3.5.3. Reimburse providers for treatment.
- 3.6. Transportation. To ensure access to education, employment and/or health care services, Awardee will provide participants with the following:
  - 3.6.1. Bus passes;
  - 3.6.2. Taxi or livery service (only in the event public transportation is not available); or
  - 3.6.3. A one-time payment for repair or maintenance required to operate the participant's vehicle. The payment may not exceed 10 percent of the Blue Book value of the vehicle and must be paid directly to the service provider. The participant may be required to share the repair costs as a condition of receiving the repair assistance.
- 3.7. Other supportive housing services. When necessary, Awardee will pay on behalf of the participant:
  - 3.7.1. Utility deposits; and/or
  - 3.7.2. Moving Costs, including truck rental and hiring of moving company.
- 3.8. Awardee will reimburse case managers for the following:
  - 3.8.1. Mileage, at approved federal rate, for:
    - 3.8.1.1. Visiting and monitoring program participants;
    - 3.8.1.2. Seeking appropriate housing with participants; and
    - 3.8.1.3. Making housing quality inspections.
  - 3.8.2. Costs associated with accompanying program participants on public transportation.

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

Awardee's SHP CASA for Families II program will directly assist homeless families with children in obtaining and remaining in permanent, unsubsidized housing; increasing skills and/or income; and, achieving a greater sense of self-determination and confidence to successfully transition out of homelessness.

5. **Public benefit:**

The housing assistance and the wrap-around support services Awardee provides to homeless families with children will enable them to live independently and become self-sufficient.

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

<b>Homeless Families Served (minimum)</b>	<b>Achievement</b>
18	Remain in transitional housing for 12 months or move into permanent housing
19	Maintain or increase income through earnings or available benefits
20	Meet at least one goal on the Individual Housing and Service Plan during every six months in the program

7. **Reports:** Awardee must:

- 7.1. Provide an Annual Progress Report to HUD for fiscal years 2015-2016 through 2021-2022.
- 7.2. Submit a Data Quality Completion Report with the invoices for services provided in October, December, March and June. Payments will be withheld if:
  - 7.2.1. The Data Quality Completion Report is not submitted with the invoices for these months; or
  - 7.2.2. The data entered into HMIS for the Data Quality Completion Report is less than 80% accurate.

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8. **Budget:**

**Rental Assistance**

Rental Assistance	\$200,236
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**Supportive Services**

Case Management	1.309 FTE Salaries and ERE	\$52,180
Child Care	4 Households @ \$500	\$2,000
Education Services		\$450
Food/Groceries	25 Households @ \$50 per month x 3 mo	\$3,750
Outpatient Medical Srv	Adult dental care	\$5,127
Transportation		
Bus Passes	10 Households @ \$15.00 for 3 Months	\$450
Auto repair		\$750
Case Manager Mileage	\$.575 per mile @ 1,130 miles	\$650
Utility Deposit	5 Households @ \$100	\$500
One Time Moving Cost	5 households @ \$300	\$1,500
		<hr/>
		\$67,357

<b>Subtotal Rental Assistance and Supportive Services</b>	<b>\$267,593</b>
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<b>Administration</b>	2.6%	<b><u>\$7,000</u></b>
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<b>Contract Total</b>	<b>\$274,593</b>
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END OF EXHIBIT A



# Supportive Housing Program 2014-2015

## HOMELESS CERTIFICATION

Applicant I.D Name/Number \_\_\_\_\_

Signature of Agency Representative \_\_\_\_\_

Date \_\_\_\_\_

☐ Household without dependent children (complete one form for each adult in the household)

☐ Household with dependent children (complete one form for household)

Number of persons in the household: \_\_\_\_\_

This is to certify that the above named individual or household is currently homeless based on the check mark, other indicated information, and signature indicating their current living situation.

### HUD's Preferred Order for Documentation

#### 1. Third Party

- Written (Letters/Referrals)
  - Official communication (issued on agency stationery or program template)
  - Signed and dated by appropriate third party representative
- Oral (Recorded Oral Statements)
  - By intake staff
  - Of 3<sup>rd</sup> party providing verification
  - Signed and dated by intake staff as true and complete

#### 2. Intake Staff Observations (Recorded)

- Intake staff notes on their observations and assessments
- Signed and dated by intake staff as true and complete

#### 3. Self-Certification (Individual/Head of Household Statement)

- Written statements certified (signed and dated) as true and complete
  - Regulations specify when oral statements can be used
- If self-certification must be verified
  - Confirmation that certification was verified OR
  - Due diligence documentation
    - Describe efforts to obtain third party documentation
    - May include phone logs, email correspondence, copies of certified letters etc.
    - Outcome of effort, including obstacles
    - Signed and dated by intake staff as true and complete

#### \*\* Exceptions to Preferred Order

- Type of assistance provided
  - Emergency shelter
  - Street outreach
  - Victim services
- To protect the safety of individuals/families fleeing or attempting to flee DV

\*\*\*Check only Group/Condition and provide appropriate documentation\*\*\*

☐

**CATEGORY 1: LITERALLY HOMELESS (INDIVIDUAL OR FAMILY WHO LACKS A FIXED, REGULAR, AND ADEQUATE NIGHTTIME RESIDENCE):**

1. – ☐ **Unsheltered Homeless** – (sleeping in a place not designed for or ordinarily used as a regular sleeping accommodation)
- ☒ HUD's preferred order applies
    - Exception for providing emergency shelter street outreach services, domestic violence
  - ☒ Third Party – Written (Letters/Referrals)
  - ☐ HMIS street outreach service record
    - Standards for system:
      - ~ Retains auditable history of all entries
      - ~ Prevents overrides or changes to dates entries are made
    - Standards for verifying homeless status:
      - ~ Dates of stay/services should be concurrent with application for assistance
- OR –
- ☐ Homeless Certification/Written Referral from local law enforcement or emergency medical service agencies (issued on agency stationary or program template)
- Standards for Homeless Certifications:
    - ~ Confirm homeless status
    - ~ Document any applicable criteria
  - General standards for written letters/referrals:
    - ~ Official communication
    - ~ Signed and dated by appropriate third party representative
2. – ☐ **In Shelter** – (living in a shelter/transitional housing/hotels & motels paid for by charitable organizations or federal/state/local government programs designed to provide temporary living arrangements)
- ☒ HUD's preferred order applies
  - ☒ Third Party – Written (Letters/Referrals)
    - HMIS shelter stay record
    - Homeless Certification/Written Referral from Shelter
3. – ☐ **If Exiting an Institution** – (e.g. jail, hospital)
- ☐ **Condition:** Unsheltered OR in emergency shelter (immediately before entering institution)
- ☒ HUD's preferred order applies
  - ☒ Third Party – Written records available may include:
    - HMIS shelter stay/street outreach service record
    - Homeless Certification/Written Referral
- OR –
- ☐ **Condition:** Length of stay is 90-days or less (in institution)
- ☒ Appropriate documentation is preferred order:
    - Third Party – Written
      - Discharge paperwork
      - Written Referral
    - Third Party – Oral
    - Self-Certification & Due Diligence
- \* **Documentation** must specify entry/exit dates or duration of stay.

Client I.D. Name/Number: \_\_\_\_\_

Description of current living situation: \_\_\_\_\_

Shelter and/or Institution Name: \_\_\_\_\_

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- ☐ **CATEGORY 2: IMMINENT RISK OF HOMELESSNESS (INDIVIDUAL OR FAMILY WHO WILL IMMINENTLY –WITHIN 14-DAYS – LOSE THEIR PRIMARY NIGHTTIME RESIDENCE WITH NO SUBSEQUENT RESIDENCE, RESOURCES OR SUPPORT NETWORKS):**

### 3 – Conditions

1. – ☐ **Housing loss within 14-days**
- ☒ If Tenant/Homeowner (appropriate documentation in preferred order)
    - Third Party – Written
      - Court order to leave – OR –
      - Other equivalent notice under State law
  - ☒ If in Hotel/Motel: lack of financial resources
    - Self-Certification, supported by other documentation when practical
  - ☒ If in other Housing situation (i.e., doubled-up)
    - Self-Certification, supported by:
      - Third Party Verification – OR –
      - Due Diligence
2. – ☐ **No Subsequent Residence**
- ☒ Self-Certification, supported by other documentation when practical
3. – ☐ **Lack of Resources & Support Networks to Obtain Other Housing**
- ☒ Self-Certification, support by other documentation when practical

Client I.D. Name/Number: \_\_\_\_\_

Description of current living situation: \_\_\_\_\_

\_\_\_\_\_

Court Order # and Date, Hotel/Motel Voucher or Self-Certification: \_\_\_\_\_

\_\_\_\_\_

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- ☐ **CATEGORY 4: FLEEING/ATTEMPTING TO FLEE DV (INDIVIDUAL OR FAMILY WHO IS FLEEING OR IS ATTEMPTING TO FLEE DV – DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS RELATED TO VIOLENCE – HAVE NO OTHER RESIDENCE AND LACK THE RESOURCES OR SUPPORT NETWORK TO OBTAIN OTHER PERMANENT HOUSING):**

**3 – Conditions**

1. – ☐ **Flight/Attempt to Flee DV**
2. – ☐ **No Subsequent residence**
3. – ☐ **Lack of resource to obtain other housing**

☐ Victim Service Provider

- ☒ Self-Certification of all three conditions
- Signed and dated by individual/head of household – OR –
  - Oral statement recorded by intake staff, signed and dated as true and completed by intake staff

**– OR –**

☐ Non-Victim Service Provider

- ☒ Self-certification of fleeing/attempt to flee DV by individual/head of household AND, if **no threat to safety**, supported by:
- Third Party written referral source from whom assistance was sought for DV – OR –
  - Intake worker observation
  - Need only contain minimum amount of information necessary
  - Confirm household is fleeing/attempting to flee DV
  - Self-Certification of no subsequent residence, resources or support networks

\* Self-Certification requirements vary by type of provider determining Homeless status

Client I.D. Name/Number: \_\_\_\_\_

Description of current living situation: \_\_\_\_\_

\_\_\_\_\_

Head of Household/Intake Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MONTHLY FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS**

**Primavera Foundation, Inc.**  
**Casa for Families II-SHP**  
**702 S. 6<sup>th</sup> Avenue**  
**Tucson, AZ 85713**

**MONTH** \_\_\_\_\_

**INVOICE #** \_\_\_\_\_

SHP Request Activity	Budgeted	Exp./MO.	Accumulative Expenditure	Balance Available
Rental Assistance (GCD00038)	\$200,236.00			
Supportive Services (GCD00039)				
Case Management	\$52,180.00			
Child Care	\$2,000.00			
Education Services	\$450.00			
Food/Groceries	\$3,750.00			
Outpatient Medical	\$5,127.00			
Transportation	\$1,850.00			
Utility	\$500.00			
One Time Moving Cost	\$1,500.00			
Administration (GCD00041)	\$7,000.00			
<b>Contract Total</b>	<b>\$274,593.00</b>			
<b>Match Requirement Table</b>				
SHP Match Activity	Required Match	Match Amount/MO.	Accumulative Match to Date	Source
Total SS Budget (25% Requirement)	\$16,839.00			
<i>Note: An identified 25% match and backup documentation is required for all SHP Supportive Services expenses up to the total required match</i>				

A. I hereby certify that to the best of my knowledge, the data reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CASA for Families II Supportive Housing Program and are based on official accounting records and supporting documents which will be maintained for the purposes of audit.

Reviewed by: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Pima County Reviewer \_\_\_\_\_

Date \_\_\_\_\_