



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

Requested Board Meeting Date: 5/17/16

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** The Salvation Army

**Purpose:**

Case management and financial assistance will be used to obtain Rapid Re-Housing (RRH) for homeless individuals and families and to help these program participants overcome barriers to acquiring and maintaining permanent housing.

**Project Title/Description:**

United States Housing and Urban Development Continuum of Care Program - Project Advent - RRH with supportive services to homeless individuals in Pima County's Continuum of Care Program

**Procurement Method:**

RFP-CSET-2015-4

**Program Goals/Predicted Outcomes:**

Provide Rapid-Rehousing to a minimum of 15 participants (a homeless family is considered one participant).

Participants shall have an economic plan and a plan for Housing Stability:

1. Develop a realistic budget based upon household income (85%).
2. Establish and maintain a savings account with a balance consistent with their case plan objectives (85%).
3. Secure all non-cash benefits for which they are eligible (90%).
4. Develop and revise their case plans throughout the time they participate in the program (100%).
5. Move into permanent, unsubsidized housing after completing and existing the program (80%)

**Public Benefit:**

Assists 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:**

N/A

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Procure Dept 04/25/16 PM 08:48

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 16-304

Effective Date: 7/1/16 Termination Date: 6/30/17

☒ Expense Amount: \$ 134,793.00 ☐ 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 ☐ Grant Not Applicable

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

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

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

### Amendment Information

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

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

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount: \$ \_\_\_\_\_

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *Charles G...* 4/21/16

Deputy County Administrator Signature/Date: *Jaur* 4/22/2016

County Administrator Signature/Date: *C. D. ...* 4/22/16  
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,  
EMPLOYMENT AND TRAINING DEPARTMENT  
SULLIVAN JACKSON EMPLOYMENT CENTER (SJEC)  
PROFESSIONAL SERVICES CONTRACT**

**CONTRACT**

**NO.** CT-CS-16-304

**AMENDMENT NO.** \_\_\_\_\_

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

**Program Name:** United States Housing and Urban Development Continuum of Care Program –  
Project Advent

**Awardee:** The Salvation Army  
1021 North Main Avenue  
Tucson, AZ 85705

**DUNS:** 10-1720758

**Program Description:** Rapid Re-Housing with supportive services to homeless people in Pima County's  
Continuum of Care Program

**Contract Term:** July 1, 2016, or upon execution by Pima County Board of Supervisors, whichever is  
later, through June 30, 2017

**Contract Amount:** \$134,793.00

**Funding:** United States Housing and Urban Development - Continuum of Care Program

**USHUD Contract No.** AZ0042L9T011508

**Award Date:** 2016

CFDA	Program Description	National Funding	Pima County Award
14.267	Continuum of Care Homeless Assistance – Project Advent	\$1,890,000,000.00	\$409,073.00

Is this a Research and Development Contract: No

Awardee is a ☐ Subrecipient ☒ Contractor.

This Contract is made by and between Pima County, a body politic and corporate of the State of Arizona ("County") and The Salvation Army, a non-profit corporation authorized to do business in the State of Arizona ("Awardee").

**RECITALS**

- A. In order to be eligible to receive funds to reduce homelessness from the U.S. Department of Housing and Urban Development ("HUD") Continuum of Care Program ("CoC Program") providers of services for the homeless formed the Pima County CoC.
- B. The Pima County CoC coordinates the provision of services to the homeless in Pima County through a community planning process.
- C. The Pima County CoC applied for and received grant funds from the HUD CoC Program ("the Grant") for the provision of services to the homeless, including:



1. Rapid Re-Housing ("RRH");
  2. Employment and training assistance; and
  3. Other necessary supportive services.
- D. Pursuant to the Grant requirements, the Pima County CoC determines the distribution of the Grant funds.
- E. County issued Request for Proposal No. RFP-CSET-2015-4 ("the RFP") for the provision of housing, employment and supportive services to homeless individuals or families.
- F. Awardee has submitted a response to the RFP that is beneficial to the residents of the County.
- G. The Pima County CoC has approved the allocation of the Grant funds to Awardee for the provision of the services set forth herein.

**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, 2016, or upon execution by the Pima County Board of Supervisors, whichever is later and will terminate on June 30, 2017, 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 four (4) 12-month periods or any portion thereof.
- 1.2 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 County with the services as described in the attached **Exhibit A** in accordance with the terms and conditions of this Contract.
- 2.1.2 Comply with the standards established by the CoC pursuant to 24 C.F.R. § 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.
- 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 the services specified in **Exhibit A**, of this Contract, County agrees to pay Awardee up to **\$134,793.00** "the Maximum Allocated Amount".
- 3.2 As set forth above, payment will be made from the Grant County has received from the HUD CoC Program ("the awarding agency").
- 3.3 Payment of the full Maximum Allocated Amount is subject to the federal awarding agency allocating and making available to County the amount set forth above for this Contract. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. Unexpended funds will not be carried over into another fiscal year.
- 3.4 Requests for payments must be submitted to the County by the 15<sup>th</sup> 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 If reimbursement is authorized, detailed travel reports to support all travel expenses.
    - 3.4.3.3 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.
    - 3.4.3.4 A calculation of administrative or indirect costs (conditional upon receipt of indirect rate letter), evidencing that such costs do not exceed the 3.5% maximum of the total reimbursement provided under this Contract.
    - 3.4.3.5 Any other documentation requested by County.
  - 3.4.4 Comply with the applicable provisions of 2 C.F.R. §§ 200 and 2900.
  - 3.4.5 Be only for properly enrolled, eligible, and documented participants. (County will determine the eligibility of each program participant.)
  - 3.4.6 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 (6) months after the last item of the account accrues.
- 3.9 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within fifteen (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, by the awarding agency; and
  - 3.11.3 All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.12 Resident rent must be calculated as provided by 24 C.F.R. 578.77. Rents collected from program participants are considered program income.
- 3.13 Changes between budget line items may only be made as follows:
- 3.13.1 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.**

- 3.13.2 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.**
- 3.14 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:
- 3.14.1 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.
- 3.14.2 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.
- 3.14.3 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.
- 3.14.4 The advance payment is a debt of Awardee to County.
- 3.14.5 County will not pay Awardee for expenses incurred unless and until expenses exceed the amount of the advance.
- 3.14.6 If expenses incurred during the thirty (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.
- 3.14.7 Any interest earned on the funds advanced, must be remitted to County at the end of the contract term.
- 3.15 Within thirty (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.
- 3.16 Disallowed Charges or Cost principles will be as follows:
- 3.16.1 The cost principle set forth in the Code of Federal Regulations (C.F.R.), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
- 3.16.2 **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.**
- 3.17 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 As required by law

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 that CoC funds provided for personnel employed in the administration of the program funded under this Agreement will not be used for:
- 6.2.1 Political activities;
  - 6.2.2 Inherently religious activities;
  - 6.2.3 Lobbying;
  - 6.2.4 Political patronage; or
  - 6.2.5 Nepotism activities.
- 6.3 Awardee will comply with the applicable provisions of:
- 6.3.1 HUD Regulations 24 C.F.R. Parts 578, 582, and 583, Continuum of Care (CoC) Program;
  - 6.3.2 McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*) as amended;
  - 6.3.3 Housing Quality Standards (24 C.F.R. § 982.401);
  - 6.3.4 Rental Assistance (24 C.F.R. §578.51);
  - 6.3.5 Davis-Bacon Act (Pub. L.107-217), as amended;
  - 6.3.6 Cost Principles for State, Local, and Indian Tribal Governments (2 C.F.R. Part 225 OMB Circular A-87);
  - 6.3.7 2 C.F.R. Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance;
  - 6.3.8 Cost Principles for Non-Profit Organizations (2 C.F.R. Part 230 Circular A-122);
  - 6.3.9 Child Labor Laws (A.R.S. §23-230 *et seq.*);
  - 6.3.10 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
  - 6.3.11 Fingerprinting certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
  - 6.3.12 Debarment and Suspension Drug Free Workplace (29 C.F.R. Part 98 and Executive Order 12549);
  - 6.3.13 Nondiscrimination and Equal Opportunity Requirements (29 C.F.R. Parts 30, 31, 32, 33, 34, 36 and 37;
  - 6.3.14 Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
  - 6.3.15 All rules and regulations applicable to the Acts set forth above.
- 6.4 Awardee will fully cooperate with County, USHUD, and any other federal agency in the review and determination of compliance with the above provisions.

## **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 C.F.R. 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 C.F.R. 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 funding 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:**

Director  
The Salvation Army  
1001 N. Richey Blvd.  
Tucson, AZ 85716

## **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 Enterprises 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.

### 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

**ATTEST**

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

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Community Services, Employment  
& Training Director

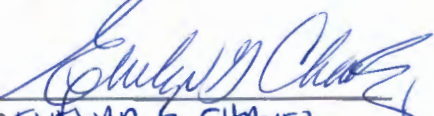
**APPROVED AS TO FORM**

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

Awardee

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

TOM MELOTT, ASST TREASURER  
Please print name

  
\_\_\_\_\_  
Title EVELYN G. CHAVEZ, ASST SECTY

4.20.2014

\_\_\_\_\_  
Date



## **EXHIBIT A SCOPE OF WORK**

### **SECTION 1 – PROGRAM OVERVIEW**

- 1.1 Case management and financial assistance will be used to obtain Rapid Rehousing (“RRH”) for homeless individuals and families and to help these program participants overcome barriers to acquiring and maintaining permanent housing.
- 1.2 Program participants must be homeless, as defined by the U.S. Department of Housing and Urban Development (“HUD”), at the time of referral for services.

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

- 2.1 Case Management. Awardee will:
  - 2.1.1 Employ a minimum of one (1) FTE qualified case manager to provide services under this Agreement.
  - 2.1.2 Each case manager will perform case management duties as allowable per 24 C.F.R. 578.53(3), including, but not limited to:
    - 2.1.2.1 Assessing individual and household needs.
    - 2.1.2.2 Developing the following plans:
      - 2.1.2.2.1 **Case plan.** The case plan must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency.
      - 2.1.2.2.2 **Housing plan.** The housing plan must map out a path to permanent housing stability.
    - 2.1.2.3 Developing a realistic household budget, that includes a savings plan, to ensure that the participant can maintain permanent housing after completing the program.
    - 2.1.2.4 Helping arrange and coordinate access to necessary resources to support the goals and objectives.
    - 2.1.2.5 Meeting with each participant a minimum of twice per month to monitor and evaluate progress towards goals and outcomes established in the case plan and adjust plan goals as warranted to ensure success.
    - 2.1.2.6 Providing information about and referrals to other providers, when warranted.
    - 2.1.2.7 Entering client information into the Homeless Management Information System (“HMIS”) and any other databases specified by County within three (3) working days of an activities occurrence.
  - 2.1.3 Reimburse case managers for the following:
    - 2.1.3.1 Mileage, at approved county rate, for:
      - 2.1.3.1.1 Visiting and monitoring program participants;
      - 2.1.3.1.2 Seeking appropriate housing with participants; and
      - 2.1.3.1.3 Making housing quality inspections using the Check List (Form HUD-52580).

- 2.1.3.2 Costs associated with accompanying program participants on public transportation.
- 2.1.4 **Housing Assistance.** Awardee will provide assistance to **at least fifteen (15) participants** in the selection of RRH that is appropriate to the individual's household size, needs and potential earned income. Housing assistance activities will include, but are not limited, to the following:
- 2.1.4.1 After housing is selected, inspect housing for compliance with the applicable housing quality standards (HQS) set forth in 24 C.F.R. 982.401 and, while the program participant resides in the housing, reinspect for HQS compliance annually.
- 2.1.4.2 Ensure that program participant enters into a lease agreement with the landlord. The initial term of the lease must be for at least one (1) month and up to a maximum of twenty four (24) months. The lease must be automatically renewable upon expiration, except on prior notice by either party..
- 2.1.4.3 Pursuant to 24 C.F.R. 578.77(c), calculate each program participant's contribution to housing costs ("resident rent") and insure that each program participant pays the calculated resident rent to landlord monthly. **Rental payments by program participants are not to be considered "match" with regards to the cash match requirements of Continuum of Care programs.**
- 2.1.4.4 Pay the portion of the rent that the program participant is not required to pay directly to landlord. No rental assistance payments may be made to the program participant or any member of the program participant's household.
- 2.1.5 **Transportation.** To ensure access to education, employment and/or health care services, Awardee will provide program participants with the following:
- 2.1.5.1 Bus passes; or
- 2.1.5.2 Taxi or livery services (only in the event public transportation is not available).
- 2.1.6 **Other financial supportive housing services.** When necessary, Awardee will pay on behalf of the participant:
- 2.1.6.1 Utility deposits; and/or
- 2.1.6.2 One-time moving costs, including truck rental and hiring of a moving company.

**SECTION 3 – PROGRAM ACTIVITIES – COUNTY.** County will:

- 3.1 Determine eligibility of applicants and, when County deems appropriate, refer eligible applicants to Awardee.
- 3.2 Enroll eligible participants into the Pima County CoC Program established pursuant to 24 C.F.R. Part 578.
- 3.3 Provide, or arrange for, education services, employment assistance and job training, and life skills training as determined necessary and appropriate for each participant.



**SECTION 4 – PROGRAM ACTIVITIES – AWARDEE and COUNTY.** Both Parties will:

- 4.1 Refer individuals and/or families to Pima County Sullivan Jackson Employment Center (“SJEC”) for eligibility determination and enrollment into appropriate programs and services.
- 4.2 Meet at least once each month to:
  - 4.2.1 Review and evaluate each participant’s case plan and progress towards achieving the goals and outcomes;
  - 4.2.2 Coordinate resources being offered to each participant;
  - 4.2.3 Avoid duplication of service; and
  - 4.2.4 Provide information and referrals to other service providers.

**SECTION 5 – PROGRAM GOALS/PREDICTED OUTCOMES**

- 5.1 Awardee will provide RRH, case management and associated services to a minimum of **fifteen (15) participants** (a homeless family is considered one (1) participant).
- 5.2 Participants must have a household budget and savings plan (“Case Plan”) and a housing plan for long-term housing stability (“Housing Plan”):

Of total participants severed	Achievement
85%	Develop a realistic budget based upon household income
85%	Establish and maintain a savings account with a balance consistent with their Case Plan objectives
90%	Secure all non-cash benefits for which they are eligible
100%	Participate in developing and revising Case Plans throughout the time participating in the program
80%	Move into permanent, unsubsidized housing after completing and exiting the CoC Program

**SECTION 6 – BUDGET**

- 6.1 For services provided **July 1, 2016 through June 30, 2017**, Awardee will be paid in accordance to the following table:

BUDGET LINE ITEM	AMOUNT
Rental Assistance	\$91,080.00
Case Management	\$32,000.00
Moving Costs	\$3,000.00
Transportation	\$1,155.00
Utility Deposits	\$3,000.00
Administrative Costs (3.5%)	\$4,558.00
<b>Total Program Budget</b>	<b>\$134,793.00</b>

- 6.2 Matching fund requirements:
  - 6.2.1 Provide funds to match 25% based of eligible program costs, subject to contract modifications. Additional conditions on matching funds include, but are not limited to:
    - 6.2.1.1 Matching funds must comply with 24 CFR Part 578.73.

- 6.2.1.2 Funds used to match a previous CoC grant may not be used to match a subsequent grant award.
- 6.2.1.3 Pursuant to 24 CFR Part 578.73(b), Awardee may use funds from any source for match, including any other federal sources (excluding Continuum of Care program funds), as well as State, local and private sources, provided that funds from the source are not statutorily prohibited to be used as a match.
- 6.2.1.4 Awardee must provide a list of matching funds to County with each draw-down of the Grant funds.

## **SECTION 7 – REPORTING**

- 7.1 Provide monthly reports on program activities.
- 7.2 Provide an Annual Report per HUD requirements for each fiscal year.
- 7.3 Timely enter entry and exit data for all participants in HMIS.
- 7.4 Submit a Data Quality Completion Report with the invoices for services provided in October, December, March and June. Payments will be withheld if:
  - 7.4.1 The Data Quality Complete Report is not submitted with the invoices for these months; or
  - 7.4.2 The data entered into HMIS for the Data Quality Complete Report is less than 80% accurate.

**END OF EXHIBIT A**