



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 18, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

CODAC Health, Recovery & Wellness, Inc.

***Project Title/Description:**

United States Housing and Urban Development (USHUD) Continuum of Care (CoC) Program - Project Advent. The contract and amendments can be found in OnBase by searching Contracts 16*303 in Doc_ID_AMS.

***Purpose:**

USHUD has awarded additional CoC Program funds for an additional year of services to the homeless. This amendment is provide additional funds and to extend the contract with CODAC Health, Recovery & Wellness, a subrecipient of this program, for the period of July 1, 2019 through June 30, 2020.

A standardized referral process is used to match participants to the Pima County Sullivan Jackson Employment Center (SJEC). Program participants then enter Rapid Rehousing through CODAC Health, Recovery & Wellness. Once housing is stabilized, CODAC Health, Recovery & Wellness case managers work with participants to place them into housing. SJEC then begins to work with participants to obtain full-time employment. After clients find work, they begin to contribute toward the rent with the goal of becoming self-sufficient within six months.

Attachment: Contract Number CT-CS-16-303 (Amendment 5)

***Procurement Method:**

RFP-CSET- 2015-4 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

CODAC Health, Recovery & Wellness will provide Rapid-Rehousing to a minimum of 50 participants (a homeless family is considered one participant).

***Public Benefit:**

This amendment supports the economic development by helping to develop a trained and productive labor force and reduce homelessness in Pima County.

***Metrics Available to Measure Performance:**

As a USHUD program, metrics are measured through the Homeless Management Information System (HMIS).

***Retroactive:**

No.

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Attachment

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Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 16-303Amendment No.: 5 AMS Version No.: 14Effective Date: 7/1/19 New Termination Date: 6/30/20

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 142,202.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** United States Housing and Urban Development (USHUD)-Continuum of Care (CoC) ProgramFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Rise HartDepartment: Community Services Telephone: 724-5723Department Director Signature/Date: Sean M. Lopez 6/6/19 (designee)Deputy County Administrator Signature/Date: Shirley 6/7/2019County Administrator Signature/Date: C. Delaney 6/7/19
(Required for Board Agenda/Addendum Items)

**Pima County Department of Community Services, Employment and Training Department -
SULLIVAN JACKSON EMPLOYMENT CENTER (SJEC)**

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

Awardee: CODAC Health, Recovery & Wellness, Inc.
1650 E. Ft. Lowell Rd, Suite 202
Tucson, AZ 85719

Contract No.: CT-CS-16*303

Contract Amendment No.: 05

Original Contract Term:	07/01/16 – 06/30/17	Orig. Contract Amount:	\$136,706.00
Termination Date Prior Amendment:	06/30/19	Prior Amendments Amount:	\$310,935.00
Termination Date This Amendment:	06/30/20	This Amendment Amount:	\$142,202.00
		Revised Total Amount:	\$589,843.00

DUNS No.: 139453005		SAM Registration Date: 11/20/18	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal Contract No.:		AZ0042L9T011811	Award Date: 2019
Required Match:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Match Amount:	25%
Indirect Cost Rate:	<input checked="" type="checkbox"/> 25.33	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Contractor:		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
14.267	United States Housing and Urban Development (“USHUD”) Continuum of Care Homeless Program (“CoC”) – Project Advent	\$1,890,000,000.00	\$418,241.00

AMENDMENT FIVE

The parties agree to amend the above-referenced Contract as follows:

1. BACKGROUND AND PURPOSE.

1.1. Background. On May 17, 2016, Pima County (“County”) and CODAC Health, Recovery & Wellness, Inc. (“Awardee”), entered into the above referenced contract to provide supportive services and rental assistance to the homeless in Pima County.

1.2. Purpose.

1.2.1. The United States Housing and Urban Development (“HUD”) funds this Contract and has awarded additional Continuum of Care (“COC”) Program funds to County for an additional year of Project Advent case management, housing assistance, transportation and other supportive housing services to the homeless.

1.2.2. The Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to provide an additional year of Project Advent services for the homeless.

1.2.3. Pursuant to HUD guidelines, Awardee is a “Subrecipient” of these CoC Program funds and will conduct all activities under this Agreement accordingly.

2. **TERMS AND EXTENSIONS, SECTION 1.0, paragraph 1.1** is amended as follows:

2.1. The termination date is changed:

FROM: June 30, 2019

TO: June 30, 2020

2.2. The number of available renewals is changed:

FROM: One (1) additional year or any portion thereof

TO: This Contract may not be renewed.

3. **COMPENSATION AND PAYMENT, SECTION 3.0** is amended as follows:

3.1. **Paragraph 3.1**, the table is deleted in its entirety and replaced with the following:

Dates of Services	Amount allocated
July 1, 2016 – June 30, 2017	\$141,290.00
July 1, 2017 – June 30, 2018	\$141,290.00
July 1, 2018 – June 30, 2019	\$165,061.00
July 1, 2019 – June 30, 2020	\$142,202.00
Maximum Allocated Amount	\$589,843.00

3.2. **Paragraph 3.4** is deleted in its entirety and replaced with the following:

3.4 Each monthly request for reimbursement must be submitted to County by the 15th working day of each month for the previous month of service and must:

3.4.1. Reference this contract number.

3.4.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

3.4.3. Be for services and costs as identified in **Exhibit A-1** of Amendment No. 3, as amended.

3.4.4. Include the amount of:

3.4.4.1. WIOA accrued expenditures, if any;

3.4.4.2. Program Income, as defined by the federal awarding agency; and

3.4.4.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.

3.4.5. Be accompanied by documentation which must include, but is not limited to:

3.4.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A-1** of Amendment No. 3, as amended.

3.4.5.2. Copies of invoices, receipts or checks (front and back) to support all purchases of goods or services.

3.4.5.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

3.4.6. Any other documentation requested by County. If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:

- 3.4.6.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
- 3.4.6.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.

3.3. **Paragraphs 3.11 through 3.19** are deleted in their entirety and replaced with the following:

- 3.11. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Services Employment and Training ("CSET") or designee. The following provisions apply:
 - 3.11.1. The change may not increase or decrease the maximum allocated amount.
 - 3.11.2. Awardee must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:
 - 3.11.2.1. The reason the change is necessary; and
 - 3.11.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Contract will continue to be met, despite the requested change.
 - 3.11.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Awardee prior to approval of the written request for a budget line item change.
 - 3.11.4. If the Director of CSET or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.
- 3.12. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require a contract amendment. Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.
- 3.13. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.11 and 3.12 above will be at Awardee's own risk.
- 3.14. Rents and Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income. Rent must be calculated as provided by 24 CFR §578.77. Rents collected from program participants are considered program income.
- 3.15. Disallowed charges or cost principles will be as follows:
 - 3.15.1. Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether reimbursement of an incurred cost will be reimbursed under this Agreement.
 - 3.15.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.16. For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 3.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to this Contract or law.

4. **COMPLIANCE WITH LAWS**, SECTION 6.0, paragraph 6.2.3 is amended to read:

Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);

5. **EXHIBIT A – SCOPE OF WORK**, is amended as follows:

- 5.11. **PROGRAM ACTIVITIES – COUNTY**, SECTION 3, paragraph 3.1 is deleted in its entirety and replaced with the following:

Determine eligibility of individuals and households seeking CoC services. Based on the information available in the Pima County Coordinated Entry System, refer eligible individuals or households, as appropriate, to Awardee for Project Advent services.

- 5.12. **SECTION 5 – PROGRAM GOALS/PREDICTED OUTCOMES**, paragraph 5.1, the table is deleted in its entirety and replaced with the following:

Period of Service	Minimum number of participants served
July 1, 2016 – June 30, 2017	50
July 1, 2017 – June 30, 2018	50
July 1, 2018 – June 30, 2019	62
July 1, 2019 – June 30, 2020	50
Total served	212

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5.13. **SECTION 6 – BUDGET**, paragraph 6.1, is amended to add:

For services provided **July 1, 2019 through June 30, 2020**, Awardee will be paid in accordance to the following table:

BUDGET LINE ITEM	AMOUNT
Case Management	\$33,423.82
Rental Assistance	\$101,550.18
Transportation	-0-
Moving costs	\$1,102.00
Utility Deposits	\$1,503.00
Administrative Costs (5%)	\$4,623.00
Total Program Budget	\$142,202.00

6. **Amendment 4, Section 4**, related to RRH services levels for contract year 2019-2020 is deleted in its entirety.

All other provisions of the Contract not expressly modified in this Amendment will remain in effect and be binding on the parties.

This amendment is effective on July 1, 2019

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this Amendment and of the original Contract cited herein:

PIMA COUNTY:

Chairman, Pima County Board of Supervisors

Date: _____

ATTEST:

AWARDEE:

Authorized Signature

Printed Name & Title

Date: 6/5/19

Clerk of the Board Date

APPROVED AS TO CONTENT:

Director, Employment & Training

APPROVED AS TO FORM:

Karen S. Friar, Deputy County Attorney