



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 19, 2019

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Old Pueblo Community Services

***Project Title/Description:**

Arizona Department of Housing - Pima County Links Rapid Re-Housing. This is a housing and employment program for people experiencing homelessness in Pima County. The Contract and Amendments can be found in OnBase by searching Contracts 17*441 in Doc_ID_AMS.

***Purpose:**

Arizona Department of Housing (ADOH) has awarded State of Arizona Housing Program funds to the County for 2019-2020.

This amendment is to extend the contract with Old Pueblo Community Services, a partner agency with Pima County Links Rapid Re-Housing, to provide supportive services and rental assistance for the period of July 1, 2019 to June 30, 2020.

Attachment: Contract Number CT-CS-17-441 (Amendment 3)

***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:**

The program provides rapid rehousing to a minimum of 40 participants (a homeless family is considered one participant). Old Pueblo Community Services will serve 65% of individuals/families within the first six months of the contract and ensure that 100% of individuals/families will exit to permanent housing within 60 days of entering the program.

***Public Benefit:**

The program provides the resources necessary for individuals/families experiencing homelessness in Pima County to obtain employment and housing.

***Metrics Available to Measure Performance:**

ADOH requires tracking program participants through the Homeless Management Information System (HMIS) and program reports.

***Retroactive:**

Yes. County received the funding agreement for Housing Program Funds from ADOH on June 24, 2019. The ADOH funding agreement is scheduled to be approved at the August 6, 2019 Pima County Board of Supervisors' (BOS) Meeting. This subrecipient contract takes effect July 1, 2019 and the earliest BOS meeting the amendment could be placed on is August 19, 2019. The negative impact of this amendment not being approved is Pima County homeless residents would not receive resources for employment and housing.

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): 17-441Amendment No.: 3 AMS Version No.: 9Effective Date: 7/1/19 New Termination Date: 6/30/20

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 101,359.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** State of Arizona Housing Program Fund (HPF)Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

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: [Signature] 7-26-19Deputy County Administrator Signature/Date: [Signature] 7/26/2019County Administrator Signature/Date: [Signature] 7/26/19
(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPARTMENT OF COMMUNITY SERVICES, EMPLOYMENT & TRAINING – Sullivan Jackson Employment Center

Project: Arizona Department of Housing – Pima County Links Rapid Rehousing

Awardee: Old Pueblo Community Services
4501 E. 5th Street
Tucson, AZ 85711

Contract No.: CT-CS-17*441

Contract Amendment No.: Three (3)

Original Contract Term:	06/20/17 – 05/31/18	Orig. Contract Amount:	\$88,000.00
Termination Date Prior Amendment:	06/30/19	Prior Amendments Amount:	\$101,359.00
Termination Date This Amendment:	06/30/20	This Amendment Amount:	\$101,359.00
		Revised Total Amount:	\$290,718.00

DUNS No.: 002623366		SAM Registration Date: 1/15/19	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
State Contract No: 560-19		Award Date:	2019
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input checked="" type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor

CFDA	Grant Program	State Funding	Pima County Award
N/A	State of Arizona Housing Program Fund (HPF)	\$2,000,000.00	\$400,000.00

GRANT FUNDING AGREEMENT – AMENDMENT THREE (3)

1. BACKGROUND AND PURPOSE

- 1.1. **Background.** On July 11, 2017, Pima County (“County”) and Old Pueblo Community Services (“Awardee”), entered into the above-referenced contract to provide supportive services and rental assistance to the homeless in Pima County.
- 1.2. **Purpose.** The Arizona Department of Housing (“ADOH”) and County entered into Pima County Contract No. GTAW-18-78 (State Contract 524-18) under which ADOH provides funding for homeless prevention assistance services from the State of Arizona Housing Program Fund (“HPF”).
 - 1.2.1. ADOH has provided HPF monies to County for 2019-2020 for services for the homeless in Pima County.
 - 1.2.2. County is extending the term of the above-referenced contract with Awardee for an additional year and allocating a portion of the HPF award for Awardee to provide services to the homeless.

- 2. TERM AND EXTENSIONS, SECTION 1.0.** Pursuant to **paragraph 1.2**, County exercises the second of three (3) available Extension Option. This Agreement will terminate on **June 30, 2020**.

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

3.1. Paragraph 3.1 is amended to increase the Maximum Allocated Amount:

FROM: \$189,359.00

TO: \$290,718.00

3.2. Paragraphs 3.5 and 3.6 are deleted and replaced with the following:

3.5. 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:

3.5.1. Reference this contract number.

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

3.5.3. Be for services and costs as identified in **Exhibit A**.

3.5.4. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses which are not paid or reimbursed by another revenue source.

3.5.5. Include the amount of:

3.5.5.1. Accrued expenditures, if any;

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

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

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

3.5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.

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

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

3.5.6.4. Any other documentation requested by County.

3.5.7. If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:

3.5.7.1. 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

3.5.7.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.

3.6. If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraph 3.5 for the matching funds.

3.3. Paragraphs 3.11 through 3.17 are deleted in their entirety and replaced with the following:

- 3.11. County may, at its sole discretion:
 - 3.11.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.11.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
 - 3.11.3. **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.
- 3.12. 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.
- 3.13. 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:
 - 3.13.1. The change may not increase or decrease the maximum allocated amount.
 - 3.13.2. Agency 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:
 - 3.13.2.1. The reason the change is necessary; and
 - 3.13.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
 - 3.13.3. 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 Agency prior to approval of the written request for a budget line item change.
 - 3.13.4. 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.
- 3.14. 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.
- 3.15. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.13 and 3.14 above will be at Agency's own risk.
- 3.16. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.17. Disallowed Charges or Cost principles will be as follows:
 - 3.17.1. 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 an incurred cost will be reimbursed under this Agreement.

3.17.2. **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.**

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

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

4.1. **PROGRAM ACTIVITIES – AWARDEE, SECTION 2.0**, paragraph **2.2.3** is amended to read:

Lease the bridge housing property and pay the rent. Resident rent must be calculated as provided by the Tucson Pima Collaboration to End Homelessness (“TPCH”) Written Standards.

4.2. **PROGRAM GOALS/PREDICTED OUTCOMES, SECTION 5.0**, paragraph **5.1.1**, the table is deleted in its entirety and replaced with the following:

Contract year	Minimum number of participants* served
2017-2018	40
2018-2019	60
2019-2020	60

* A homeless family is considered one (1) participant.

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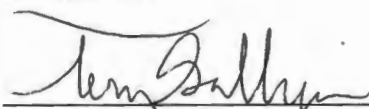
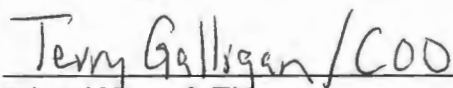
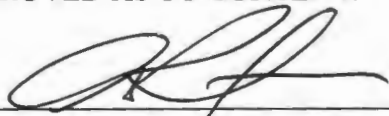
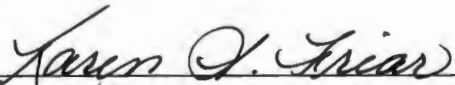
4.3. BUDGET, SECTION 6.0, paragraph 6.1 is amended to add:

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

BUDGET LINE ITEM	ALLOCATED AMOUNT
	July 1, 2019 – June 30, 2020
Rental Assistance	\$48,768.00
Case Management	\$45,000.00
Transportation	\$960.00
Administrative Costs (7%)	\$6,631.00
Total Program Budget	\$101,359.00

The effective date of this Amendment is July 1, 2019.

All other provisions of this Contract, including the provisions set forth in the Exhibits and attachments, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

PIMA COUNTY:	AWARDEE:
 	
_____ Chairman, Pima County Board of Supervisors	_____ Authorized Signature
Date: _____	
ATTEST:	_____ Printed Name & Title
_____ Clerk of the Board	Date: <u>7/3/19</u>
_____ Date	
APPROVED AS TO CONTENT:	
	
_____ Director, Community Services, Employment and Training	
APPROVED AS TO FORM:	
	
_____ Karen S. Friar, Deputy County Attorney	