

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

C Award ● Contract ← Grant

Requested Board Meeting Date: September 17, 2019

* = Mandatory, information must be provided

or Procurement Director Award

*Contractor/Vendor Name/Grantor (DBA):

Our Family Services, Inc.

*Project Title/Description:

United States Housing and Urban Development (USHUD) Continuum of Care (CoC) Program - Project Advent.

*Purpose:

USHUD has awarded additional CoC Program funds for an additional year of services to the homeless.

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 Our Family Services, Inc. Once housing is stabilized, Our Family Services, Inc. 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-20*078

*Procurement Method:

Pima County Board of Supervisors Policy D29.6 - Direct Select.

*Program Goals/Predicted Outcomes:

Our Family Services, Inc. will provide Rapid-Rehousing to a minimum of 30 participants (a homeless family is considered one participant).

*Public Benefit:

This program 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.

10: COB. 9.11.19 Vcr. -1 Page 1 of 2 Pgs - 34 (1) Addendum

Revised 5/2018

Description of Type CT			
Document Type: CT Department Code: CS	Contract Number (i.e.,15-123): 20-078		
Effective Date: 10/1/19 Termination Date: 6/30/20 Prior Contract Number (Synergen/CMS):			
	Revenue Amount: \$		
*Funding Source(s) required: United States Housing and Urba	n Development (USHUD)-Continuum of Care (CoC) Program		
Funding from General Fund? Yes No If Yes \$	%		
Contract is fully or partially funded with Federal Funds? If Yes, is the Contract to a vendor or subrecipient? Sul	⊠ Yes □ No precipient		
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: Department Code:			
Amendment No.:	AMS Version No.:		
Effective Date:	New Termination Date:		
	Prior Contract No. (Synergen/CMS):		
C Expense or C Revenue C Increase C Decrease	Amount This Amendment: \$		
Is there revenue included?	/es \$		
*Funding Source(s) required:			
Funding from General Fund? Yes (No If Y	/es\$%		
	awards) C Award C Amendment		
Grant/Amendment Information (for grants acceptance and Document Type: Department Code:			
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Date:

September 10, 2019

To:

Chuck Huckelberry, County Administrator

Via:

Jan Lesher, Chief Deputy County Administrato

From:

Arnold Palacios, Director, Community Services, Employment and

Training (CSET)

Subject:

Direct Select approval for Our Family Services, Inc. to provide Rapid

Rehousing Services for the homeless funded by the United States Housing and Urban Development Continuum of Care Program –

Project Advent Program.

Pima County CSET requests approval for a Direct Select procurement for Our Family Services, Inc. to provide Project Advent Rapid Rehousing case management services for the homeless population in Pima County.

United States Housing and Urban Development has awarded Continuum of Care Program ("CoC") funds to County for the Project Advent program for Rapid Rehousing ("RRH").

CoC funds were originally awarded to CODAC Health, Recovery & Wellness, Inc. ("CODAC"). CODAC no longer has capacity to provide Project Advent rapid rehousing case management services.

Awardee favorably responded to the State of Arizona's solicitation for RRH services.

Our Family Services, Inc. has agreed to provide Project Advent RRH case management services for the homeless population which would have been served by CODAC.

The amount of the agreement is \$140,094.15 for the term date of October 1, 2019 through June 30, 2020.

APPROVED NOT APPROVED

C.H. Huckelberry

County Administrator

Date

Pima County Community Services, Employment And Training – Sullivan Jackson Employment Center (SJEC)

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

Awardee: Our Family Services, Inc. 2590 N. Alvernon Way Tucson, AZ 85712

Amount: \$140,094.15

Contract No.: CT-CS-20*078

Funding: United States Housing and Urban Development ("USHUD") Continuum of Care Homeless Program ("CoC")

DUNS No.: 1487634	02	SAM F	SAM Registration Date: 6/23/19				
Research or Developme	nt:	Yes	No No				
Federal or State Contra	ct No.:	AZ0042L	9T011811	Aw	ard Date:	2019	
Required Match:	⊠ Yes	☐ No	Match Amo	unt:	25%		
Indirect Cost Rate:			☐ NICR		de mi	nimis	None
Status of Contractor:		⊠ Aw	ardee		Contra	actor	

CFDA	Grant Program	National Funding	Pima County Award
14.267	Project Advent	\$1,890,000,000.00	\$418,241.00

1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

1.1. <u>Parties</u>. This Agreement is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Our Family Services, Inc. ("Awardee"), a non-profit corporation doing business in the State of Arizona.

1.2. Background.

- 1.2.1. United States Housing and Urban Development ("HUD") has awarded Continuum of Care Program ("CoC") funds to County for the Project Advent program for Rapid Rehousing ("RRH").
- 1.2.2. CoC funds were originally awarded to CODAC Health, Recovery & Wellness, Inc. ("CODAC"). CODAC no longer has capacity to provide Project Advent rapid rehousing case management services.
- 1.2.3. Awardee favorably responded to the State of Arizona's solicitation for RRH services.
- 1.2.4. Our Family Services, Inc. has agreed to provide Project Advent RRH case management services for the homeless population which would have been served by CODAC.
- 1.2.5. Pursuant to HUD guidelines, Awardee is a "Subrecipient" of these CoC Program funds and will conduct all activities under this Agreement accordingly.
- 1.3. <u>Purpose</u>. Continue the provision of the following RRH services for the homeless: case management; housing assistance; transportation; and, other supportive housing services.

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1.4. Authority.

- 1.4.1. 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.
- 1.4.2. Pursuant to Pima County Board of Supervisors Policy Number D29.6, Direct Select, County is entering into this Agreement with Our Family Services, Inc. based on the solicitation conducted by the State of Arizona.

2. TERM AND EXTENSIONS.

- 2.1. Original Term. This Agreement will commence on October 1, 2019 and will terminate on June 30, 2020 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Agreement for one (1) additional period of up to one (1) year (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 2.4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Services, Employment and Training Department or designee. Minor modifications are changes in the scope, 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.
- 2.5. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

3. SCOPE OF SERVICES.

- 3.1. Awardee will:
 - 3.1.1. Provide the County with the services described in the attached Exhibit A.
 - 3.1.2. Comply with the standards established by the CoC pursuant to C.F.R. § 578.7(8) & (9).
 - 3.1.3. Employ suitably trained and skilled personnel to perform all services under this Agreement.
 - 3.1.4. Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
 - 3.1.5. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
 - 3.1.6. 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 Agreement.
- 3.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
 - 3.2.1. Be employees or volunteers of Awardee;
 - 3.2.2. Satisfy any qualifications set forth herein; and
 - 3.2.3. Be covered by personnel policies and practices of Awardee.

3.3. Confidentiality. Awardee:

- 3.3.1. Understands and acknowledges 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 is prohibited, when not directly connected with the administration of County's or Awardee's responsibilities set forth in this Agreement, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
- 3.3.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services set forth in this Agreement.
- 3.3.3. 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 contracted services.
- 3.4. 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.
- 3.5. No program funded under this Agreement may impair existing agreements 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.

4. COMPENSATION AND PAYMENT.

- 4.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee **up to \$140,094.15** ("the Maximum Allocated Amount").
- 4.2. As set forth above, payment will be made from the Grant County has received from the HUD CoC Program ("the awarding agency").
- 4.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. 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.
- 4.4. Awardee **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement		
January through May and July through December	15 calendar days from end of month		
June	July 7		

- 4.5. Each monthly Request for Reimbursement must be summitted to County by the 15th working day of each month for the previous month of services and must:
 - 4.5.1. Reference this contract number.
 - 4.5.2. Be approved and signed by both the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.
 - 4.5.3. Be for services and costs as identified in Exhibit A.
 - 4.5.4. Include amount of:
 - 4.5.4.1. Accrued expenditures, if any;
 - 4.5.4.2. Program income, as defined by the federal awarding agency; and

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- 4.5.4.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.5.5. Be accompanied by documentation which must include, but is not limited to:
 - 4.5.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of the Agreement.
 - 4.5.5.2. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
 - 4.5.5.3. If reimbursement is authorized, detailed travel reports to support all travel expenses.
 - 4.5.5.4. Any other documentation requested by County.
- 4.5.6. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
 - 4.5.6.1. 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
 - 4.5.6.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits. Fringe benefits must be calculated at the rate shown in the budget in **Exhibit A**.
- 4.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 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 4.5 for the matching funds.
- 4.7. 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.
- 4.8. 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.
- 4.9. County may, at its sole discretion:
 - 4.9.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 4.9.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
 - 4.9.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.10. 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.
- 4.11. **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** on invoices that meet the requirements set forth in Paragraph 4.5 above.

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- 4.12. No payments will be made to Awardee, until all of the following conditions are met:
 - 4.12.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 4.12.2. Awardee has registered as a Pima County Vendor through the Pima County Procurement website;
 - 4.12.3. This Agreement is fully executed; and
 - 4.12.4. Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.13. <u>Changes between budget line items</u>. 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:
 - 4.13.1. The change may not increase or decrease the maximum allocated amount.
 - 4.13.2. 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:
 - 4.13.2.1. The reason the change is necessary; and
 - 4.13.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
 - 4.13.3. 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 receiving the written approval for a budget line item change.
 - 4.13.4. 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.
- 4.14. 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.
- 4.15. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.13 and 4.14 above will be at Agency's own risk.
- 4.16. <u>Rents and Program Income</u>: Awardee must comply with all provisions of the federal awarding agency regarding Program Income. Resident rent must be calculated as provided by 24 C.F.R. 578.77. Rents collected from program participants are considered program income.
- 4.17. Disallowed Charges or Cost principles.
 - 4.17.1. 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.
 - 4.17.2. 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.
- 4.18. For the period of record retention required under <u>SECTION 23 BOOKS AND RECORDS</u> County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

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5. PROGRAM INCOME

- 5.1. County does not anticipate that 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 generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
 - 5.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.
- 6. INSURANCE. Awardee will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Awardee's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Awardee for liabilities that may arise from or relate to this Agreement. If necessary, Awardee may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits:

- 6.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 6.1.2. <u>Business Automobile Liability</u>: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation (WC) and Employers' Liability:
 - 6.1.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.
 - 6.1.3.2. Note: The Workers' Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.
- 6.2. <u>Additional Insurance Requirements</u>: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Awardee must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
 - 6.2.2. <u>Insurer Financial Ratings</u>: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
 - 6.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full

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- policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.4. <u>Wavier of Subrogation</u>: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Awardee.
- 6.2.5. <u>Primary Insurance</u>: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Awardee's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Verification of Coverage:

- 6.3.1. Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
 - 6.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate.
 - 6.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
 - 6.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 6.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.3.4. Cancellation Notice: Awardee's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.
- 6.4. <u>Approval and Modifications</u>: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or

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endorsement, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. INDEMNIFICATION.

- 7.1. To the fullest extent permitted by law, Awardee will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Awardee or any of Awardee's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Awardee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Awardee from and against any and all claims. Awardee is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination 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. LAWS AND REGULATIONS.

- 8.1. <u>Compliance with Laws; Changes</u>. Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. 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. <u>Licensing</u>. Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. <u>Choice of Law; Venue</u>. 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.
- 8.4. <u>Use of Funds</u>. Awardee warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
 - 8.4.1. Political activities;
 - 8.4.2. Inherently religious activities;
 - 8.4.3. 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);
 - 8.4.4. Political patronage; or
 - 8.4.5. Nepotism activities.
- 8.5. <u>Compliance with Federal Law, Rules and Regulations</u>. Awardee will comply with the applicable provisions of:
 - 8.5.1. HUD Regulations 24 C.F.R. Parts 578, 582, and 583, Continuum of Care (CoC) Program;
 - 8.5.2. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.) as amended;

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- 8.5.3. Housing Quality Standards (24 C.F.R. § 982.401);
- 8.5.4. Rental Assistance (24 C.F.R. §578.51);
- 8.5.5. Davis-Bacon Act (Pub. L.107-217), as amended;
- 8.5.6. Cost Principles for State, Local, and Indian Tribal Governments (2 C.F.R. Part 225 OMB Circular A-87);
- 8.5.7. 2 C.F.R Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance;
- 8.5.8. Cost Principles for Non-Profit Organizations (2 C.F.R. Part 230 Circular A-122);
- 8.5.9. Child Labor Laws (A.R.S. §23-230 et seq.);
- 8.5.10. Copeland Anti-Kick Back Act (18 USC 874 et seq.);
- 8.5.11. 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;
- 8.5.12. Debarment and Suspension Drug Free Workplace (29 C.F.R. Part 98 and Executive Order 12549);
- 8.5.13. Nondiscrimination and Equal Opportunity Requirements (29 C.F.R. Parts 30, 31, 32, 33, 34, 36 and 37;
- 8.5.14. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
- 8.5.15. All rules and regulations applicable to the Acts set forth above.
- 8.6. <u>Cooperation</u>. Awardee will fully cooperate with County, USHUD, and any other federal agency in the review and determination of compliance with the above provisions.

9. INDEPENDENT CONTRACTOR.

- 9.1. Awardee is an independent contractor. Neither Awardee nor any of Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2. Awardee is responsible for paying all federal, state and local taxes on the compensation by Awardee under 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.
- 9.3. Awardee will be solely responsible for its program development, operation, and performance.

10. SUBCONTRACTOR.

- 10.1. Except as provided in 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.

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- 10.4. Awardee must include the provision set forth in Section 4 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. ASSIGNMENT. Awardee cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

12. NON-DISCRIMINATION.

- 12.1. Awardee will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 12.2. During the performance of this Agreement, 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.
- 12.3. Unless exempt under federal law, Awardee will comply with:
 - 12.3.1. Titles VI and VII of the Civil Rights Act of 1964 as amended;
 - 12.3.2. The Age Discrimination in Employment Act;
 - 12.3.3. Section 504 of the Rehabilitation Act of 1973, as amended; and
 - 12.3.4. The requirements of the Fair Labor Standards Act of 1938, as amended.
- 13. 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. 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. 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. 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 and 570.611.

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17. TERMINATION/SUSPENSION.

- 17.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Awardee at least thirty (30) days before the effective date of the termination. 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. With Cause: County or Awardee may terminate this Agreement at any time without advance notice and without further obligation if either Party is in default of any provision of this Agreement.
- 17.3. Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 above, if any state or federal grant monies used for payment or 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.
- 17.4. 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 Agreement will be immediately terminated or that performance may be resumed.

18. 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:

Awardee:

Director Pima County Community Services 2797 E. Ajo Way Tucson, AZ 85713 Our Family Services, Inc. 2590 N. Alvernon Way Tucson, AZ 85712

19. NON-EXCLUSIVE CONTRACT. 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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20. OTHER DOCUMENTS.

- 20.1. In entering into this Agreement, Awardee and County have relied upon information provided in Awardee's response to the State's solicitation for RRH services.
- 20.2. The documents set forth in Paragraph 20.1 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.
- 21. **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.
- 22. 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.

23. BOOKS AND RECORDS.

- 23.1. 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.
- 23.2. Awardee must retain all records relating to this agreement 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.

24. AUDIT REQUIREMENTS

24.1. Awardee will:

- 24.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 24.1.2. 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.
- 24.1.3. 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.
- 24.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 24.1.5. 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.
- 24.1.6. 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 24, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.

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24.1.7. Pay all costs for any audit required or requested pursuant to this Section 24, 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.

24.2. Awardee status:

- 24.2.1. 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."
- 24.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 CFR 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.
- 24.3. Awardee must timely submit the required or requested audit(s) to:

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

- 25. COPYRIGHT. Neither, Awardee nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted 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.
- 26. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Awardee and any County employees, or between Awardee and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 27. NO THIRD PARTY BENEFICIARIES. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

28. PROPERTY OF THE COUNTY.

- 28.1. 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.
- 28.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the 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 the County.
- 29. 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.

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30. COORDINATION WITH AWARDING AGENCY. 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.

Awardee's contact in this regard will be: Steven Nelson 520-724-7306 Steve.Nelson@pima.gov

31. 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 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. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. 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.

32. PUBLIC INFORMATION.

- 32.1. <u>Disclosure</u>. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 32.2. Records Marked Confidential; Notice and Protective Order.
 - 32.2.1. If Awardee reasonably believes that some of the records described in paragraph 32.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."
 - 32.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Awardee of the request as soon as reasonably possible.
 - 32.2.3. County will release the records ten (10) business days after the date of that notice provided pursuant to paragraph 32.2.2, unless Awardee has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
 - 32.2.4. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
- 33. 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.
- 34. ISRAEL BOYCOTT CERTIFICATION. Pursuant to A.R.S. § 35-393.01, if Awardee engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Awardee certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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35. LEGAL ARIZONA WORKERS ACT COMPLIANCE.

- 35.1. Compliance with Immigration Laws. 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 agreement likewise complies with the State and Federal Immigration Laws.
- 35.2. <u>Books and Records</u>. County has 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.
- 35.3. Remedies for Breach of Warranty. 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 35, is 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.
- 35.4. <u>Subcontractors</u>. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 35 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."

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36. ENTIRE AGREEMENT.

- 36.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 36.2. 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 agreements are unofficial information and in no way binding upon County.

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

PIMA COUNTY	AWARDEE		
	\mathcal{M}		
Chairman, Board of Supervisors	Authorized Officer Signature		
Date	Beth L Momison Please print name		
ATTEST	CEO		
Clerk, Board of Supervisors	$\frac{\text{Title }9/5/19}{\text{Date}}$		

APPROVED AS TO-CONTENT

Director

Community Services, Employment & Training

APPROVED AS TO FORM

Karen S. Friar, Deputy County Attorney

SCOPE OF WORK

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.

2. PROGRAM ACTIVITIES – AWARDEE.

- 2.1. Case Management. Awardee will:
 - 2.1.1. Employ at least one (1) FTE qualified case manager to provide services under this Agreement.
 - 2.1.2. Ensure that all case management activities are:
 - 2.1.2.1. Provided in accordance with 24 C.F.R. 578.53(3); and
 - 2.1.2.2. Comply with the Tucson Pima Collaboration to End Homelessness CoC Program Written Standards established by the CoC ("the written standards"). The written standards are attached hereto as **Exhibit B** (15 pages).
 - 2.1.3. Ensure that each case manager performs the following duties:
 - 2.1.3.1. Within 48 hours of referral, assess individual and household needs of the program participant.
 - 2.1.3.2. Work with each program participant to develop the following:
 - 2.1.3.2.1. Case plan. The case plan must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency;
 - 2.1.3.2.2. **Housing plan**. The housing plan must map out a path to permanent housing stability; and
 - 2.1.3.2.3. A realistic household budget, that includes a savings plan, to ensure that the participant can maintain permanent housing after completing the program.
 - 2.1.3.3. Help arrange and coordinate access to necessary resources to support the goals and objectives of the program participant as identified in the case and housing plans and the budget.
 - 2.1.3.4. Meet with each program 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. After the program participant is placed in housing, these meetings must occur at the program participant's home.
 - 2.1.3.5. Enter program participant information into the Homeless Management Information System ("HMIS") and any other databases specified by County within two (2) business days of an activities' occurrence. Activities include, but are not limited to: entry into the program, the date of entry into housing, and exit from the program.
 - 2.1.3.6. Complete a Full Service Prioritization Decision Assistance Tool ("SPDAT") upon each participant's entry into housing and every ninety (90) days thereafter until the program participant exists the program.
 - 2.1.4. Reimburse case managers for the following:
- 2.1.4.1. Mileage, at approved county rate, for visiting and monitoring program participants; and

- 2.1.4.2. Costs associated with accompanying program participants on public transportation.
- 2.2. Housing Assistance. Awardee will assist each program participant in selecting RRH. RRH selected must be appropriate to the program participant's household size, needs, and potential earned income. Each household must be moved into appropriate housing within 30 days from the date of the assessment conducted pursuant to paragraph 2.1.4.1. Housing assistance activities will include, but are not limited to, the following:
 - 2.2.1. After housing is selected, inspecting 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.
 - 2.2.2. Ensuring 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 must be automatically renewable upon expiration, except on prior notice by either party, up to a maximum of twenty-four (24) months.
 - 2.2.3. Pursuant to the written standards established by the CoC pursuant to 24 C.F.R. §578.7(9), calculate each program participant's contribution to housing costs ("resident rent") and insure that participant pays rent monthly. Rental payments made to landlords by program participants are not "match" for compliance the cash match requirements of Continuum of Care (CoC) programs.
 - 2.2.4. Pay the portion of the rent, less the amount program participant must pay, directly to landlord. No rental assistance payments may be provided to the program participant or any member of the program participant's household.
- 2.3. <u>Transportation</u>. To ensure access to education, employment and health care services, Awardee will provide program participants with the following:
 - 2.3.1. Bus passes; or
 - 2.3.2. Taxi or livery services (only if public transportation is unavailable).
- 2.4. Other financial supportive housing services. When necessary, Awardee will pay utility deposits on behalf of the program participant.

3. **CLIENT INCOME PROGRAM ACTIVITIES – COUNTY.** County will:

- 3.1 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 household, as appropriate, to Awardee for Project Advent services.
- 3.2 Enroll eligible applicants into the Continuum of Care 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.

4. PROGRAM ACTIVITIES – AWARDEE and COUNTY. The parties will:

- 4.1 Refer individuals 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;
 - 4.2.1 Avoid duplication of service; and
 - 4.2.2 Provide information and referrals to other service providers.

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5. PROGRAM GOALS/PREDICTED OUTCOMES

- 5.1 Awardee will provide the RRH services set forth above to a minimum of <u>thirty (30) participants</u>, including carryover clients served by CODAC. A homeless family is considered one (1) participant.
- 5.2 Participants must have a case plan, a plan for Housing Stability and a realistic budget. Awardee will ensure the following outcomes:

Of total participants severed	Program Participant Achievement
91%	Exit the program to a positive housing destination
90%	Establish and maintain a savings account with a balance consistent with their case plan objectives
80%	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

6. BUDGET

6.1 For services provided October 1, 2019 through June 30, 2020, Awardee will be reimbursed:

BUDGET LINE ITEM	AMOUNT		
Rental Assistance	\$96,588.00		
Transportation	\$1,500.00		
Case Management	\$33,835.00		
Utility Deposits	\$1,500.00		
Administrative Costs	\$6,671.15		
Total Program Budget	\$140,094.15		

6.2 Matching fund requirements:

- 6.2.1 Provide funds to match 25% based on eligible program costs subject to contract modifications. Additional conditions 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 CoC funds.

7. **REPORTING**. Awardee will:

- 7.1 Complete and submit an electronic <u>Weekly Progress Report</u> every Friday by noon. The report must detail the progress of each program participant receiving housing and supportive services pursuant to this Agreement.
- 7.2 Complete and submit a <u>Continuum of Care Annual Progress Report</u> in HMIS for each fiscal year. The report must submitted no later than July 15 of each year.

EXHIBIT B

TUCSON PIMA COLLABORATION TO END HOMELESSNESS COC PROGRAM WRITTEN STANDARDS Adopted May 11, 2017

Introduction & Purpose
Key Terms
General Policies
Performance Standards
Permanent Supportive Housing
Rapid Rehousing
Transitional Housing
Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification)
Appendices

INTRODUCTION & PURPOSE

Tucson Pima Collaboration to End Homelessness (TPCH) has established written standards that encompass local community needs and follow guidelines set forth by the Department Housing and Urban Development (HUD) and comply with requirements established by law and HUD Notice. These written standards are developed to ensure people within this community who are experiencing homelessness are prioritized and provided with the most appropriate housing and services to meet their needs.

These written standards are reviewed and adjusted at least annually. Changes to priorities may supersede this notice if voted on by the TPCH Board of Directors (for example; a surge in prioritizing veterans). Further requirements are detailed in TPCH Policy and Procedure documents.

These written standards are developed in coordination with recipients of Emergency Solutions Grants program funds to achieve the following:

- Create and maintain a centralized or coordinated entry system that provides an initial, comprehensive assessment of the needs of families and individuals for housing and services
- Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive transitional housing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance.
- Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive permanent supportive housing assistance

KEY TERMS

Reds

A bed is each assigned spot in a housing program for a person; not literally a bed. If there are three people in a household, regardless of their sleeping arrangements, the household has three beds.

Client-Centered

Client-centered (or person-centered) services are designed and delivered based on the specific needs and wants of each family or individual as they perceive those needs and wants rather than as required or delivered by the service provider based on a schedule, program participation, or the providers' perception. A client-centered service delivery process involves mutual discussion and decision-making on what steps are needed for client stability and when and how to take those steps. For example, client-centered service could include, but not be limited to, determining a family's preferences and helping them find housing that is not just to their needs and liking, but also near a particular school.

Chronically Homeless

An individual or family is chronically homeless when the person or head of household (adult or minor) meets all three criteria established as the final rule for 24 CRF Parts 91 and 578 as amended December 4, 2015. The three criteria are that the person/family:

- Has a qualifying disability (a diagnosable substance use disorder, serious mental illness, developmental disability, post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability)
- Is literally homeless (at the time of eligibility assessment for a specific project opening)
- Has at least 12 months of homelessness from one of the below avenues:
 - The current episode of homeless has lasted at lasted the past 365 nights, including the night before assessment, without breaks in homelessness.
 - Having four episodes, or more, of homelessness within the past three years up to and including the date of assessment. These episodes, when added together, total 365 nights or more of literal homelessness. Also, each break in homelessness must have lasted at least seven (7) consecutive nights.
 - Both the cumulative nights and four or greater episodes criteria must be met. Fewer than four episodes in three years – even if homeless nights add up to 12 or more months – will not qualify the person/family as chronically homeless. Greater than four episodes in three years will not suffice if the total nights homeless are under 365.

Equal Access:

This community provides equal access to all programs and activities, regardless of (actual or perceived) sexual orientation, gender identity, marital status, race, color, national origin, religion, sex, familial status, disability, or any other protected class as identified by Federal or Local law.

This community houses people based on the gender they identify as, without requesting documentation to validate their report. This community recognizes the HUD Final Rule and all amendments published 2/3/2012, 9/21/16 and the Notice on Equal Access Regardless of Sexual Orientation, Gender Identity, or Marital Status for HUD's CPD Programs.

Gender Identity

This is defined as a person's concept of oneself as male, female, both or neither. Gender identity may or may not align with the "sex" or "gender" described on an individual's birth certificate or other identity documents.

Homeless

HUD classifies homelessness into categories, or levels, of homelessness. These include literally homeless, imminent risk of homelessness and chronically homeless and are detailed in the Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification) section of this document.

Unsheltered: People are considered homeless, and unsheltered, when they are living in places not meant for human habitation.

Sheltered: People are considered homeless, yet sheltered, when they are staying in places meant for human habitation, emergency shelters, transitional housing, or facing imminent homelessness.

Housing First

Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements. Rapid placement and stabilization in permanent housing are primary goals. Service participation is not required for continued tenancy. Projects that use a Housing First approach promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, yet offer assertive engagement in support and treatment options to the participants who are housed.

LGBTQ

This is an acronym for "lesbian, gay, bisexual, transgender or transsexual, questioning or queer." It is intended to emphasize a diversity of sexuality and gender identities, including identities that do not fall within the binary of "male" and "female," and may be used to refer to anyone who self-identifies as non-heterosexual.

Permanent Supportive Housing (PSH)

Permanent Supportive Housing is rental assistance with supportive services without a designated length of stay to assist homeless persons with a disability to live independently and achieve housing stability.

Rapid Rehousing (RRH)

Rapid Rehousing Assistance is client-centered housing relocation and stabilization services with short and/or long term rental assistance, RRH helps an individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Safe Haven

A Safe Haven is a temporary supportive housing program that serves hard-to-reach literally homeless persons with severe mental illness who come primarily from the streets and have been unable or unwilling to participate in housing or supportive services. These facilities allow 24-hour residence for an unspecified duration, have private or semi-private accommodations, and provide access to needed, but not required, services in a low demand facility.

Sevenity of Service Needs

TPCH classifies service needs into four categories; Severe, High, Moderate and Low. Families and Individuals are classified via the SPDAT score indicates which level of service needs the individual or family will be classified as.

	VI SPDAT			Full SPDAT		
	Individuals	Youth	Families	Individuals/Youth	Families	
Severe Service Needs	12-17	12-17	12-22	45-60	66-80	
High Service Needs	8-11	8-11	9-11	35-44	54-65	
Moderate Service Needs	4-7	4-7	4-8	20-34	27-53	
Low Service Needs	0-3	0-3	0-3	0-19	0-26	

An individual or family is considered to have a high severity of services needs when at least one of the following is true:

- History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; or
- Significant health or behavioral health challenges or functional impairments which require a significant level or support in order to maintain permanent housing.
- iii. For youth and victims of domestic violence, there is a high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- iv. When applicable CoC Program-funded PSH may use alternate criteria used by state Medicaid departments to identify high-need, high-cost beneficiaries.

The determination is not to be based on a specific diagnosis or disability type. The determination will not be based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements. (See 24 CRF § 5.105 (a).)

Families and individuals with low service needs will not be served in CoC-funded projects.

SPDAT (Service Prioritization Decision Assistance Tool)

The SPDAT portfolio consists of evidence-based, standardized assessment tools that allow providers to effectively assess the severity of service needs for people experiencing homelessness. TPCH utilizes SPDAT scores for prioritization of families and individuals for housing resources. The Vulnerability Index (VI) SPDAT is utilized for pre-screening families, individuals, and youth. The Full SPDAT assessment also has versions for these populations. These SPDATs are more in-depth assessments and case management tools.

Transitional Housing (TH)

Transitional housing provides homeless families and individuals with the interim stability and support to successfully move to and maintain permanent housing. Homeless persons may live in transitional housing for up to 24 months and receive support services that help them live more independently.

TPCH

Tucson Pima Collaboration to End Homelessness (TPCH) is a coalition of community and faith-based organizations, government entities, businesses, and individuals committed to the mission of ending homelessness, advocating for and addressing the issues related to homelessness in our community, and acting as the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) for the geographic area of Tucson and Pima County, Arizona.

Victim Service Provider

A victim service provider is an organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, stalking or human trafficking.

GENERAL POLICIES

Family Admission and Non-Separation **Ensuring Educational Rights** Persons Fleeing Domestic Violence Persons Identifying as LGBTQ Housing First

Family Admission and Non-Separation

Consistent with the CoC Program Interim Rule 578.93, neither CoC nor ESG program-funded grant recipients and subrecipients may involuntarily separate families. The age and gender of a child under age 18 will not be used as a basis for denying any family's admission to a project that receives CoC or ESG funds. The gender, sexual orientation and/or marital status of a parent or parents will also not be used as a basis for denying any family's admission to a project that receives CoC or ESG funds.

The CoC will work closely with providers to ensure that placement efforts are coordinated to avoid involuntary family separation, including referring clients for the most appropriate services and housing to match their needs. Any client who believes that they or a family member has experienced involuntary separation may report the issue to the CoC through www.tpch.net and "Contact TPCH". The CoC will investigate the claim and take appropriate remedial action.

Ensuring Educational Rights

Consistent with the CoC Program Interim Rule 578.23 and 578.93 (e), all CoC and ESG program funded recipients and subrecipients assisting families with children or unaccompanied youth must:

- 1. Take into account the educational needs of children when placing families in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education.
- 2. Inform families with children and unaccompanied youth of their educational rights, including providing written materials, provide linkage to McKinney Vento Liaisons (including assistance with enrollment if needed) as part of intake procedures.
- Not require children and unaccompanied youth to enroll in a new school as a condition of receiving services.
- Allow parents or the youth (if unaccompanied) to make decisions about school placement.
- 5. Not require children and unaccompanied youth to attend after-school or educational programs that would replace/interfere with regular day school or prohibit them from staying enrolled in their original school.
- 6. Post notices of educational rights at each program site that serves homeless children and families in appropriate languages.
- 7. Designate a staff member who will be responsible for:
 - a. ensuring that homeless children and youth in their programs are in school and are receiving all educational services to which they are entitled.
 - b. coordinating with the local McKinney Vento Educational Coordinator and Liaison, the appropriate school district, the CoC, and other mainstream providers as needed.
 - c. facilitating unaccompanied youth who have not obtained a high school diploma or certificate of General Educational Development (GED) to obtain such a credential and ensuring that unaccompanied youth are connected to appropriate services in the community.

Clients who believe that their educational rights have not been observed may report the issue to the CoC through www.tpch.net and "Contact TPCH".

Persons Fleeing Domestic Violence

Consistent with the CoC Program Interim Rule 24 CFR Part 578.5 (8), all CoC program funding recipients and subrecipients will provide safe, confidential and equal access to TPCH's "no wrong door" coordinated entry process and referrals to either

domestic violence service providers or CoC or ESG funded project recipients and subrecipients for families and individuals who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking regardless of whether or not they consent to share their data through the HMIS.

The CoC will work closely with ESG and domestic violence service providers to ensure that any individual or family fleeing as described above will have the opportunity through coordinated entry and in accordance with the CoC's Coordinated Entry Policies and Procedures to be safely, confidentially and immediately transferred to a domestic violence services provider, if desired. While domestic violence service providers do not participate in the TPCH HMIS, these providers are encouraged to obtain from their clients consent for confidential staffing (using de-identified data) and referral to housing and services from other providers through the coordinated entry as desired and needed by clients. If individuals or families fleeing domestic violence do not desire such a transfer, they may be assessed and/or undergo intake through the normal coordinated entry system.

All CoC grant recipients and subrecipients within the CoC geographic area will make all efforts to: protect the privacy and safety of domestic violence survivor; uphold client choice by presenting a range of housing and service options; and ensure that housing, once established, is not endangered because of reports of domestic violence or re-victimization. TPCH will offer staff training on dealing with those fleeing domestic violence and/or trauma informed care no less than annually. In compliance with under §578.51 (c)(3), any program participants who have complied with all program requirements during their residence and who have been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence), if they remain in the assisted unit, and are able to document the violence and basis for their belief, may retain the rental assistance and may move to a different CoC geographic area if they move out of the assisted unit to protect their health and safety and the CoC to which they are moving did not participate in the decision to move.

For each program participant who elects to move to a different CoC due to imminent threat of further violence under §578.51 (c) (3), the CoC project in which they participated must retain:

- 1. Documentation of the original incidence of violence.
- 2. Documentation of the reasonable belief of imminent threat of further violence. This would include threats from a third party, such as a friend or family member of the perpetrator of the violence.

In either case, the documentation may be the housing or service provider's written observation; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider or other professional from whom the victim has sought assistance; medical or dental records; court or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

Persons Identifying as LGBTQ

Consistent with the CoC Program Interim Rule 578.93 (a), final rule 77 FR 21 5662 and CPD-15-02, all CoC recipients and subrecipients will make available their housing and services to families and individuals without regard to actual or perceived sexual orientation, gender identity (whether actual or perceived gender-related characteristics), or marital status. In addition, CoC and ESG program funded recipients and subrecipients will:

- 1. Recognize that biological sex as reported at birth may not correspond to an individual's gender identity, ask about gender identity or sexual orientation to determine eligibility if the facility to which the individual client seeks admission has shared sleeping areas or bathrooms, or to determine the number of bedrooms to which a household may be entitled.
- 2. Provide access to shelter and housing programs based on a person's self-identified gender, taking health and safety, and non-binary gender identity concerns into consideration.
- Neither request documentation of a person's sex, anatomy or medical history in order to determine appropriate placement nor deny access to a single-sex emergency shelter or facility solely because the individual's identity documents indicate a sex different than the gender with which the client or potential client identifies or because his or her appearance or behavior does not conform to gender stereotypes; nor consider a person ineligible for any facility based on the factors outlined above.
- 4. Maintain the confidentiality of any individual's disclosure regarding their sexual orientation or gender identity; notify persons who identify as LBGTQ when and to whom that identification may be shared during referrals; and, during

- intake, inquire about a client's preference regarding the disclosure or non-disclosure to some or all staff of their stated orientation and/or gender identity, and then abide by that preference.
- 5. Neither isolate nor segregate a client based on gender identity unless by that client's request or for that client's safety. HUD assumes that a provider will not make an assignment or re-assignment based on complaints of another person when the sole stated basis of the complaint is a client or potential client's non-conformance with gender stereotypes.
- 6. Take reasonable steps to address any concerns expressed by a client or observed by a provider regarding safety or privacy. Whenever physically possible, providers will ensure that toilet stalls have doors and locks and that separate shower stalls are available. When these physical amenities are not available, providers will work with individuals (to the extent possible within the physical layout of their facility) to provide accommodations such as: addition of a privacy partition or curtain; use of a nearby private restroom or office; or a separate changing schedule.
- 7. Ensure that all recipient and subrecipient staff members and contractors who interact directly with potential and current clients are aware of these rules and guidelines through at least annual training, and take prompt corrective action to address noncompliance as reported through www.tpch.net and "Contact TPCH".

Housing First

These Written Standards establish that all Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH) Projects adopt the Housing First model.

Housing First is an approach to quickly and successfully connect families and individuals to permanent housing. Housing First programs do not create barriers to entry such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness.

Housing First considers all participants as "housing ready" vs only those participants that have completed treatment or achieved sobriety. There are no programmatic prerequisites to program entry such as minimum income, sobriety or treatment requirements. Programs fill their vacancies with households selected through the Coordinated Entry process.

All attempts are made to streamline the move-in process by aiding households with the eligibility process and by obtaining documents per the HUD regulations, which provide a grace period for obtaining chronic homeless documentation when it cannot be obtained at the time of housing offer of move-in. (See Timelines for Obtaining Documentation of Chronic Homelessness) This community's Housing First programs do not require chronic homeless documentation prior to program entry.

Housing First programs recognize tenant rights, responsibilities, and legal protections. Programs educate participants on these topics such as lease terms and Fair Housing. Program managers abide by these laws; projects respect tenant rights while providing services.

Housing First programs seek to maintain housing for participants through practices that provide services to build skills and seek leniency whenever possible. For example, the program will offer budgeting classes and seek a payment plan instead of seeking eviction for a participant failing to pay his or her rent.

Supportive services support recovery while respecting client choice. Participants are not forced into treatment but are continually offered a wide array of services and supports understanding that participants may decline them. There are no penalties for declining services within Housing first programs.

PERFORMANCE STANDARDS

TPCH requires that Project Recipients meet the following benchmarks for grants and financial management that communities must reach to meet this Standard of Recipient Performance. (Per 24 CFR 578 and the FY2015 NOFA)

- 1. Partner with established integrated health care relationships to ensure coverage for all participants.
- 2. Partner with employment resources to ensure participants have access to job training and development resources as needed.
- 3. Work closely with participants to access all mainstream benefits for which they are eligible.
- 4. Submit Annual Performance Reports by the deadline.
- 5. Avoid or resolve HUD monitoring findings, or OIG Audits, if applicable.
- Maintain quarterly drawdowns
- Fully expend awarded funds.
- Maintain full and high quality participation in the TPCH HMIS.
- Maintain full and high quality participation in the TPCH Coordinated Entry system.

PERMANENT SUPPORTIVE HOUSING

Community Priorities

Priorities for those who will receive assistance with Permanent Supportive Housing programs.

- Beds dedicated and prioritized to serve families and individuals facing chronic homelessness
- Beds that are not dedicated or prioritized to serve families and individuals facing chronic homelessness

Documentation and Move-In Requirements

- Timelines for obtaining documentation of Chronic Homelessness
- Timelines for accessing housing

Community Priorities

When housing members of the community, this community prioritizes families and individuals with severe service needs who have experienced two or more years of homelessness. This community follows guidelines set forth in (Notice: CPD-16-11). Case conferencing will be used to further ensure appropriate matching, client choice, and navigation into housing and associated support services offerings.

Due diligence should be exercised when conducting outreach and assessment to ensure that persons are served in the order of priority in these standards, and as adopted by the CoC. HUD recognizes that some persons – particularly those living on the streets or in places not meant for human habitation - might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant where there are persons who meet a higher priority within the CoC and who have not yet accepted the PSH opportunities offered to them. Street outreach providers should continue to make attempts with those persons using a Housing First approach to place as few conditions on a person's housing as possible.

Service needs, defined in detail in the key terms section of this document, are categorized as Severe, High, Moderate, and Low as measured by use of the tools in the SPDAT portfolio.

Beds Classified as Dedicated or Prioritized for Chronically Homeless (CH)

See the key terms section for the definition of Chronic Homelessness.

TPCH seeks to end chronic homelessness. Certain CoC-funded beds have been dedicated or prioritized to serve families and individuals experiencing chronic homelessness. Only persons experiencing chronic homelessness (CH) will be served in CHdedicated or CH-prioritized beds until all people facing chronic homelessness within our geographic boundaries have been offered housing. TPCH recognizes those with severe service needs who have been homeless for two years or more over the course of their lives as prioritized for housing. We give first opportunity to those who are unsheltered. Families and individuals with moderate and low service needs are not currently served with these beds.

TPCH prioritizes these beds as follows:

- 1) Severe Service Needs & 2+ years homeless & unsheltered
- 2) Severe Service Needs & 2+ years homeless & sheltered

When priority populations are housed, TPCH will offer housing to the remaining families and individuals facing CH as follows:

- Severe Service Needs & Less than 2 years homeless & unsheltered
- Severe Service Needs & Less than 2 years homeless & sheltered
- 5) High Service Needs & 2+ years homeless & unsheltered
- 6) High Service Needs & 2+ years homeless & sheltered
- High Service Needs & Less than 2 years homeless & unsheltered
- 8) High Service Needs & Less than 2 years homeless & sheltered

Beds Classified as Not Dedicated or Prioritized for CH

This community will follow the above prioritization levels for these beds until the community has determined that we have housed families and individuals who meet the definition of chronic homelessness within our geographic boundaries. When that has been achieved, these beds will be prioritized to those with high service needs, a disability, and have experienced at least 2 years of cumulative lifetime homelessness. Families and individuals with moderate and low service needs are not currently served with these beds.

- 1. Severe Service Needs, with a disability, with 2 or more years homeless
- 2. Severe Service Needs with a disability

After everyone in the above groups has been offered housing, TPCH prioritizes the remaining households as follows:

- 3. Severe Service Needs, 2 or more years homeless
- 4. Severe Service Needs
- 5. High Service Needs, with a disability, with 2 or more years homeless
- High Service Needs, with a disability
- High Service Needs, 2 or more years homeless 7.
- 8. High Service Needs

Timelines for Obtaining Documentation of Chronic Homelessness

Verification of homeless status and disability are required per HUD. Details on what types of homeless verification are provided in this document under Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification).

Obtaining verification of disability and chronic homeless status shall not be a barrier to entering housing. When projects are verifying chronic homeless status. TPCH allows projects to require no more than the minimum HUD-required documentation prior to move-in. This includes a review of homelessness with the household to ascertain whether the household qualifies and a primary or secondary source of disability verification. Once the program has enough information from the participant to believe the participant qualifies, s/he should be allowed to move forward with program entry.

The secondary source of disability documentation (social security award letter, handicap parking placard, or written intake worker's notation of a visible disability) allows the program to take up to 45 days to obtain direct third-party disability verification.

Projects are given up to 180 days to obtain written verification of chronic homeless status.

Timelines for Accessing Housing

Programs must make every effort to house participants quickly. Additional barriers may not be imposed and client-centered assistance must be provided to enable participants a quick turnaround from eligibility determination to move-in.

RAPID REHOUSING PROGRAMS

Introduction

Priorities for which eligible families and individuals will receive Rapid Rehousing assistance.

Standards for determining what percentage of income participants may be asked to pay as rent while receiving Rapid Rehousing assistance.

Introduction

Rapid rehousing assistance helps families and individuals who are experiencing homelessness to move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services. Rapid rehousing rental assistance is available for a maximum of 24 months within a three year period; participants may maintain their housing units once the rental assistance has ended by paying full rent to the property. Rapid rehousing uses Fair Market Rates (FMR) established annually by HUD http://www.huduser.org/portal/datasets/fmr.html.

Priorities for which families and individuals will receive Rapid Rehousing assistance

Rapid Rehousing programs will use SPDAT tools (through the HMIS per Coordinated Entry) to determine and prioritize who will receive RRH assistance. Households with moderate service needs will be offered rapid rehousing assistance, with priority going to unsheltered households. Families and individuals with low service needs are not currently served with these beds.

Participants must meet the HUD definition of homelessness for Categories 1, 2, or 4. Households must lack sufficient resources and support networks to sustain stability in permanent housing. Rapid Rehousing will be offered on a Housing First basis and re-house households in less than 30 days. Rapid Rehousing utilizes the Transition-In-Place model which allows program participants to retain the unit when the rental assistance and supportive services end.

Standards for determining what percentage or amount of rent each program participant must pay while receiving Rapid Rehousing assistance

The percentage of income each household will pay will increase over time. (NOTE: participants without income will not pay rent; x% of 0 = 0). The rent the participant pays shall not exceed the rental costs on the unit; programs will not profit from participant contributions. Annual earnings are divided by 12 months to calculate a monthly earning amount.

The rent schedule is as follows:

Participants in short-term rental assistance (1-3 months in duration) may pay up to 10% of their income for rent and utilities. Participants in medium-term rental assistance (4-8 months) may pay up to 25% of their income for rent and utilities. Participants in long term rental assistance (months 9-24) may pay up to 50% of their income for rent and utilities.

At no point shall the rent collected from the household exceed the lease rent on the property.

TRANSITIONAL HOUSING

Introduction

Community Priorities for those who will receive Transitional Housing

Eligibility

Documentation Protocol for verification of homeless status

Introduction

Transitional Housing (TH) facilitates the movement of homeless families and individuals to permanent housing within 24 months of entering Transitional Housing.

Community Priorities

Transitional Housing programs will use SPDAT tools (through the HMIS per Coordinated Entry) to determine and prioritize who will receive assistance. Households with moderate service needs will be offered assistance; priority going to unsheltered households who are less likely to be able to secure a lease in their own name. Families and individuals with low service needs are not served with these CoC-funded beds.

Participants must meet the HUD definition of homelessness Categories 1, 2 and 4.

Documentation Protocol

Documentation to verify homeless status must be obtained per the Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification) section of this document.

EVALUATING & DOCUMENTING ELIGIBILITY

HUD further defines homelessness into various categories. This section contains the category definitions and documentation requirements for each level of homelessness. Procedures for evaluating and documenting eligibility are unique to each category of homelessness. HUD has two levels of documentation; Level 2 is only acceptable if level 1 documentation cannot be obtained.

Literally Homeless (also referred to as Category 1)

An individual or family sleeping in an emergency shelter or a Safe Haven (Sonora House), sleeping in a place not meant for human habitation, (staying in someone else's residence does not meet the requirements for literal homeless), or exiting an institution where s/he has resided for 90 days or less and was at one of the above places immediately before entering the institution.

Level 1 Options:

- Written observation by the outreach worker
- Written referral by another housing or service provider

Level 2 Options (to be obtained when none of the above are available)

Certification by the individual or head of household seeking assistance stating that s(he) was living on the streets or in shelter PLUS documentation outlining efforts to obtain both level 1 forms of documentation.

For individuals exiting an institution obtain one of the forms of evidence above for where the person slept prior to entering the institution and one of the following regarding the institution stay:

- Discharge paperwork or written/oral referral
- Written record of intake worker's due diligence to obtain the evidence and certification by individual that they exited institution

At Imminent Risk of Homelessness (also referred to as Category 2)

An individual or family who will imminently lose their primary nighttime residence is considered to be imminently homeless if the residence will be lost within 14 days of the application for homeless assistance, no subsequent residence has been identified and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Level 1 Options:

If in housing, a court order resulting from an eviction action notifying the individual or family that they must leave. If in a motel; evidence showing they lack the financial resources to stay.

Level 2 Options consist of three components, all of which must be obtained:

- A documented and verified oral statement with certification that no subsequent residence has been identified
- Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing.
- Documentation outlining efforts to obtain the level 1 documentation.

Homeless under other Federal Statutes (Category 3) This category is available for RHY and ESG programs; Category 3 households are not eligible for COC programs

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- i) Are defined as homeless under the other listed federal statues:
- ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.

There are no level 2 sources of documentation for this category, all of the following must be obtained:

- v) Certification by the nonprofit, state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute
- vi) Certification of no permanent housing in the last 60 days
- vii) Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days
- viii) Documentation of special needs or two (2) or more barriers

Fleeing/Attempting to flee domestic violence (Category 4)

An individual or family is considered to be fleeing domestic violence when fleeing, or attempting to flee, domestic violence, has no other residence and lacks the resources or support networks to obtain other permanent housing. There are no level 2 sources of documentation for this category.

For victim service providers:

 An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.

For non-victim service providers all of the below must be gathered:

- Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker.
- Certification that no subsequent residence has been identified
- Self-certification or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

Chronically Homelessness

See the key terms section for the definition of Chronic Homelessness.

Projects must document households meeting the HUD criteria for chronic homelessness. This documentation includes three things

- Documentation of the current household status as Category 1; Literally Homeless.
- Documentation of disability
- iii) Documentation of the homeless history required to qualify as chronically homeless.

These documents may be obtained after the household has moved in. These documents have levels of documentation as prescribed by HUD. Time spent homeless must be verified; breaks in homelessness do not require third-party verification.

Level 1: Third-Party documentation. This includes written observation by an outreach worker, a written referral by another housing or service provider, or documentation from institutions such as hospitals, correctional facilities, etc. when they include length of stay and are signed by the institution staff. HMIS data may be used in when it contains the information required of all third-party documentation.

Level 2: Self-Certification. This is a signed certification by the individual seeking assistance describing how they meet the definition accompanied with the intake worker's documentation of the living situation and the steps taken to obtain evidence to support this. (A minimum of 5 must be made, and documented, to entities that could provide third-party verification).

Projects are capped at the number of households that can self-certify. A household's documentation packet is considered complete when it verifies disability and third-party verification for at least 9 months of the household's time homeless. 75% of the project's households must have complete documentation packets on file. 25% of the project's households may self-certify all of their time homeless.

REFERENCES

24 CFR 578 HEARTH Act (amending McKinney-Vento Act) and all subsequent amendments

- U.S. Department of Housing and Urban Development Notice CPD 16-11: Prioritizing Persons Experiencing Chronic Homeless and Other Vulnerable Homeless Persons in Permanent Supportive Housing.
- U.S. Department of Housing and Urban Development Notice CPD 17-01: Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System