



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 6, 2021

\* = 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 CoC Project Advent Program funds to the County for services to the homeless. Our Family, a subrecipient, will provide case management and financial assistance to obtain Rapid Rehousing for homeless individuals and families and to help these program participants overcome barriers to acquiring and maintaining permanent housing.

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-CR-21-421

**\*Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Our Family Services, Inc. will provide Rapid-Rehousing to a minimum of 25 participants (a homeless family is considered one participant).

**\*Public Benefit:**

This contract supports 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:**

Yes. The subrecipient agreement could not be processed until the Project Advent grant was approved by the Board. The grant was approved at the 5/4/21 Board of Supervisors' meeting. The negative impact of not approving this agreement is Pima County homeless may not receive funds for rental assistance.

CT-CR-21-421

mm

TO: COB 6-30-21 (1)  
Vers: 1  
pgs: 36

**Contract / Award Information**

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 21-421  
Commencement Date: 7/1/21 Termination Date: 6/30/22 Prior Contract Number (Synergen/CMS): N/A  
☒ Expense Amount: \$\* 155,178.50 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: United States Housing and Urban Development (USHUD)-Continuum of Care (CoC) Program

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the  
Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Rise Hart

Department: Community & Workforce Development Telephone: 724-5723

Department Director Signature/Date: [Signature] 6/28/21

Deputy County Administrator Signature/Date: [Signature] 28 June 2021

County Administrator Signature/Date: [Signature] 6/29/21  
(Required for Board Agenda/Addendum Items)

**Pima County Community & Workforce Development – Sullivan Jackson Employment Center (SJEC)**  
**Project:** United States Housing and Urban Development Continuum of Care Program – Project Advent  
**Subrecipient:** Our Family Services, Inc.  
 2590 N. Alvernon Way  
 Tucson, AZ 85712  
**Amount:** \$155,178.50  
**Contract No.:** CT-CR-21-421  
**Funding:** United States Department of Housing and Urban Development

<b>DUNS No.:</b> 148763402		<b>SAM Registration Date:</b> 3/15/21	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Federal or State Contract No.:</b>	AZ0042L9T012013	<b>Award Date:</b>	2021
<b>Required Match:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Match Amount:</b>	25%
<b>Indirect Cost Rate:</b>	<input type="checkbox"/> Federal	<input checked="" type="checkbox"/> NICR 20.60%	<input type="checkbox"/> de minimis <input type="checkbox"/> None
<b>Status of Agency:</b>	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
14.267	Continuum of Care Homeless Program ("CoC") – Project Advent	\$2,500,000,000.00	\$442,385.00

### SUBAWARD AGREEMENT

#### 1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

- 1.1. **Parties.** This Subaward Agreement ("Agreement") is between Pima County ("County"), a body politic and corporate of the State of Arizona, and Our Family Services, Inc. (the "Subrecipient"), a non-profit corporation doing business in the State of Arizona.
- 1.2. **Background and Purpose.** On May 4, 2021 the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CoC Project Advent Grant ("Advent"). The Board also passed Resolution No. 2021-21 approving FY 2021-2022 Advent funds to Subrecipient.
- 1.3. **Authority.** 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.

#### 2. TERM, TERM EXTENSIONS, AND AMENDMENTS.

- 2.1. This Agreement commences on July 1, 2021 and terminates on June 30, 2022 (the "Initial Term"). If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date. "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options. County may renew this Agreement for up to four additional periods of up to one year (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

- 2.2. 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 and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. 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 County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2, the term of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

### **3. SCOPE OF SERVICES.**

- 3.1. Subrecipient will provide County with the services described in the attached Exhibit A. Subrecipient will also obtain and maintain all licenses, permits and authority required for performance under this Agreement.
- 3.2. Subrecipient will Comply with the standards established by the CoC pursuant to 24 CFR § 578.7(8) & (9).
- 3.3. Subrecipient will 1) employ suitably trained and skilled personnel to perform all services under this Agreement; and 2) 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. Unless otherwise provided, the personnel delivering services under this Agreement will be employees or volunteers of Subrecipient; satisfy any required qualifications herein; and be covered by personnel policies and practices of Subrecipient. 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.
- 3.4. Subrecipient will undertake the same obligations to the County, as the County does to HUD pursuant to the Renewal Grant. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.
- 3.5. As required by 24 CFR § 576.103, § 576.104, and § 576.106 the Subrecipient agrees to: (1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations; (2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program; (3) Assure the adequate provision of supportive services to the participants in the program; and (4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.
- 3.6. Subrecipient 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.
- 3.7. Confidentiality. Subrecipient acknowledges that client and applicant files and information collected by Subrecipient are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities under this Agreement is prohibited unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian of the minor. Subrecipient will strictly comply with the confidentiality requirements for records, data collection and service provisions in 24 CFR §

576.500 and the HMIS Policies and Protocols. Subrecipient will allow only persons properly authorized to have access to these files. Subrecipient will observe and abide by all State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. Lastly, Subrecipient certifies, by signing this Agreement, that it meets and will continue to meet the requirements in 24 CFR § 578.23(c)(4)(i) through (vi).

- 3.8. Subrecipient qualifies as a private nonprofit organization defined as a secular or faith-based organization as described in § 501(c)(3) of Internal Revenue Code and Agency will maintain this status throughout the term of this Agreement.

#### 4. MONITORING AND EVALUATION.

- 4.1. County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
- 4.1.1. Making adequate and acceptable progress in the provision of services;
  - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
  - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient shall cooperate in the monitoring and evaluation process by County and/or HUD. Subrecipient shall assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the Advent-funded activities on the community. If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

#### 5. COMPENSATION AND PAYMENT.

- 5.1. County may pay Subrecipient up to \$155,178.50 (the Maximum Allocated Amount"). County will make all payments from the grant from the Department of Housing and Urban Development Program (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount for this Agreement. The Maximum Allocated Amount may be amended 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.
- 5.2. Subrecipient 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 April & July through December	15 calendar days from end of month
May	June 15
June	July 7

- 5.3. Subrecipient must submit each monthly request for reimbursement to County by the 15th working day of each month for the previous month of costs and services in Exhibit A and must reference this Agreement number. Each request may only be 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.

- 5.4. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each monthly request for reimbursement to insure proper internal financial controls.
- 5.5. Each request must include amount of actual expenditures; accrued expenditures, if applicable; program income, as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 5.6. Each request must be accompanied by documentation which includes, but is not limited to:
  - 5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A.
  - 5.6.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
  - 5.6.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
  - 5.6.4. Any other documentation requested by County.
- 5.7. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
  - 5.7.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
  - 5.7.2. 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.
- 5.8. If Subrecipient is required to provide matching funds under the terms of the Awarding Agency, Subrecipient must also provide the documentation described in paragraphs 5.3 through 5.7 for the matching funds.
- 5.9. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 5.10. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 5.11. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 5.2. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 5.12. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues.
- 5.13. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 15 working days after the end of the Term on invoices that meet the requirements in paragraphs 5.3 through 5.7.
- 5.14. No payments will be made to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County

Vendor through the Pima County Procurement website; 3) this Agreement is fully executed; and 4) adequate and accurate documentation is provided with each request for payment or invoice.

- 5.15. The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 10%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line item change on or before May 15<sup>th</sup>. The written request must contain a detailed explanation of the reasons the change is necessary, and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. 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 Subrecipient prior to receiving the written approval for a budget line item change. If the Director of CWD 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 in the written approval.
- 5.16. Subrecipient must comply with all provisions of the Awarding Agency regarding rents and participant's income. Resident rent must be calculated as provided by 24 CFR § 578.77. Rents collected from program participants are considered program income.
- 5.17. Pursuant to 2 CFR § 2400.101, unless excepted under 24 CFR Chapters I through IX, the cost principles in 2 CFR Part 200, Subpart E will be used to determine whether an incurred cost will be reimbursed under this Agreement. Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.
- 5.18. For the period of record retention required under Section 24, County may question any payment made under this Section 5 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

6. **PROGRAM INCOME.** County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, under the activities of this Agreement. In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must report to County all program income, as defined at 24 CFR § 578.97, generated and received as a result of activities carried out with the Advent funds. These reports are due quarterly. Subrecipient must return program income to County within 15 days of the end of each month, unless otherwise specified in Exhibit A.

7. **INSURANCE.** Subrecipient 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 Subrecipient's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

7.1. **Insurance Coverages and Limits:**

- 7.1.1. **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.
- 7.1.2. **Business Automobile Liability:** 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.

**7.1.3. Workers' Compensation (WC) and Employers' Liability:**

7.1.3.1. 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.

7.1.3.2. Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901 and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**7.2. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

7.2.1. 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 Subrecipient must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

7.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to County with an A.M Best rating of not less than A- VII, unless otherwise approved by County.

7.2.3. 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 Subrecipient. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

7.2.4. Waiver of Subrogation: 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 Subrecipient.

7.2.5. Primary Insurance: 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 County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).

7.2.6. Subcontractors: Subrecipient 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, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**7.3. Verification of Coverage:**

7.3.1. Insurer or Broker of Subrecipient must provide compliance evidence with Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

7.3.1.1. 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,

7.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and

7.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.



- 7.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 7.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 7.3.4. Cancellation Notice: Subrecipient'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 30 days advance written notice to County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within two business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten days prior to cancellation of policy.
- 7.4. **Approval and Modifications:** 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 County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

## **8. INDEMNIFICATION.**

- 8.1. To the fullest extent permitted by law, Subrecipient will defend, indemnify and hold harmless 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 Subrecipient or any of Subrecipient'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 Subrecipient 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 Subrecipient from and against any and all claims. Subrecipient 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.
- 8.2. Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient 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.

## **9. LAWS AND REGULATIONS.**

- 9.1. **Compliance with Laws: Changes.** Subrecipient 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.
- 9.2. **Licensing.** Subrecipient warrants that it is appropriately licensed to provide the services under this

Agreement and that its subcontractors will be appropriately licensed.

- 9.3. Choice of Law: Venue. 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.
- 9.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
  - 9.4.1. Political activities;
  - 9.4.2. Inherently religious activities;
  - 9.4.3. 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);
  - 9.4.4. Political patronage; or
  - 9.4.5. Nepotism activities.
- 9.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the provisions of:
  - 9.5.1. HUD Regulations 24 CFR Parts 578, 582, and 583, Continuum of Care Program;
  - 9.5.2. 24 CFR Part 5; subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a);
  - 9.5.3. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 *et seq.*) as amended;
  - 9.5.4. Housing Quality Standards (24 CFR § 982.401);
  - 9.5.5. Rental Assistance (24 CFR § 578.51);
  - 9.5.6. Davis-Bacon Act (Pub. L. 107-217), as amended;
  - 9.5.7. 2 CFR Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - 9.5.8. Uniform Relocation Act and the requirements contained in 49 CFR Part 24;
  - 9.5.9. Child Labor Laws (A.R.S. §23-230 *et seq.*);
  - 9.5.10. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
  - 9.5.11. 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;
  - 9.5.12. Debarment and Suspension (2 CFR Part 180, 2 CFR § 200.214, Executive Orders 12549 & 12689;
  - 9.5.13. Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58);
  - 9.5.14. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
  - 9.5.15. Drug-Free Workplace (2 CFR Part 2429);
  - 9.5.16. All rules and regulations for the Acts listed above.

- 9.6. Cooperation. Subrecipient will fully cooperate with County, HUD, and any other federal agency in the review and determination of compliance with the above provisions.
- 9.7. Subrecipient shall ensure that units meet the suitable dwelling size in 24 CFR § 578.75(c).
- 10. INDEPENDENT CONTRACTOR.** Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of County or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.
- 11. SUBCONTRACTOR.**
- 11.1. Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable federal, state, and county rules and regulations for obtaining subcontractor services. Subrecipient 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 Subrecipient 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.
- 11.2. Subrecipient must include the provision in Section 5 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.
- 12. ASSIGNMENT.** Subrecipient 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.
- 13. NON-DISCRIMINATION.** Subrecipient 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. Subrecipient 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. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.
- 14. AMERICANS WITH DISABILITIES ACT.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 15. AUTHORITY TO CONTRACT.** Subrecipient 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 Subrecipient or any third party by reason of such determination or by reason of this Agreement.

16. **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.
17. **CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511. Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the Awarding Agency including 24 CFR § 578.95.
18. **TERMINATION/SUSPENSION.**
- 18.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 18.2. With Cause: County or Subrecipient 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.
- 18.3. Insufficient Funds: Notwithstanding Paragraphs 18.1 and 18.2 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 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 Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 18.4. 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 Subrecipient, other than for services rendered prior to termination.
- 18.5. Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.
19. **NOTICE.** Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within 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. 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:**

Director  
Pima County Community & Workforce Development  
2797 E. Ajo Way  
Tucson, AZ 85713

**Subrecipient:**

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

20. **NON-EXCLUSIVE CONTRACT.** Subrecipient 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.
21. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon information provided in the Continuum of Care Homeless Assistance Grant Application to HUD, and other information and documents submitted by the Subrecipient to County in response to said grant application. These documents 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.
22. **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.
23. **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.
24. **BOOKS AND RECORDS.** Subrecipient 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. Subrecipient must retain all records relating to this agreement at least five years after Subrecipient 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.
25. **AUDIT REQUIREMENTS.** Subrecipient will:
  - 25.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
  - 25.2. 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 County.
  - 25.3. 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.
  - 25.4. Ensure that all accounting records meet the requirements of the federal government, the state, and the County, and generally accepted accounting principles laws and regulations.
  - 25.5. 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.
  - 25.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 25, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

- 25.7. Pay all costs for any audit required or requested pursuant to this Section 25, 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 Subrecipient grant budget approved by County.
- 25.8. Comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies.", if Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140. Subrecipient will comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year.
- 25.9. Timely submit the required or requested audit(s) to:
- Contract Specialist  
Community & Workforce Development  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713
26. **COPYRIGHT.** Neither, Subrecipient 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 County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
27. **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 Subrecipient and any County employees, or between Subrecipient 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.
28. **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.
29. **PROPERTY OF THE COUNTY.** Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.
30. **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.
31. **COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide

funding for this Agreement. Subrecipient's contact in this regard will be: Jenifer Darland, 520-724-7312, [Jenifer.Darland@pima.gov](mailto:Jenifer.Darland@pima.gov).

32. **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, HUD, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient'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 Subrecipient's performance and Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.

33. **PUBLIC INFORMATION.**

- 33.1. Disclosure. 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 related to 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.
- 33.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 33.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. 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.

34. **ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.

35. **ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient 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.

36. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

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

- 36.2. Books and Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 36.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 36, is a material breach of this Agreement subjecting Subrecipient 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, Subrecipient 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 Subrecipient.
- 36.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 36 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."*

37. **ENTIRE AGREEMENT**. 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. 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.

**SIGNATURE PAGE TO FOLLOW**



The parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**


\_\_\_\_\_  
Sharon Bronson  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

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

**SUBRECIPIENT**

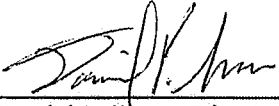
  
\_\_\_\_\_  
Authorized Officer Signature

Ieth L. Florism  
Please print name

CEO  
Title

6/25/21  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Daniel Sullivan, Director  
Community & Workforce Development

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stacey Roseberry, Deputy County Attorney

## EXHIBIT A - SCOPE OF WORK

1. **PROGRAM OVERVIEW.** Subrecipient will provide case management and financial assistance to obtain Rapid Rehousing ("RRH") for homeless individuals and families and to help these program participants overcome barriers to acquiring and maintaining permanent housing. 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. **PROJECT ACTIVITIES – SUBRECIPIENT.** Subrecipient shall provide
  - 2.1. Case Management.
    - 2.1.1. Subrecipient shall ensure that all case management activities are provided in accordance with 24 CFR § 578.53(3). In addition, Subrecipient shall comply with the Tucson Pima Collaboration to End Homelessness COC Program Written Standards established by the CoC ("the written standards") attached as Exhibit B (15 pages). Subrecipient shall also comply with the Fair Housing Act.
    - 2.1.2. Subrecipient shall employ at least one FTE qualified case manager to provide services under this Agreement. Each case manager will within 48 hours of referral, assess individual and household needs of the program participant and ensure that the program participant completes the Enrolled Program Participant Memorandum of Understanding ("MOU") in the form shown in Exhibit C (2 pages). The case manager will ensure that each completed MOU is provided to the SJEC case manager.
    - 2.1.3. The case manager will work with each program participant to develop the following:
      - 2.1.3.1. A case plan that must include clearly defined goals and outcomes focusing on achieving permanent employment and self-sufficiency.
      - 2.1.3.2. A housing plan that must map out a path to permanent housing stability.
      - 2.1.3.3. A realistic household budget, that includes a savings plan, to ensure that the participant can maintain permanent housing after completing the program.
    - 2.1.4. The case manager will help arrange and coordinate access to necessary resources to support the goals and objectives identified in the case and housing plans and the budget. The case manager must also meet with program participants a minimum of twice per month to monitor and evaluate progress towards the goals and outcomes 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.
    - 2.1.5. The case manager will enter program participant information into the Homeless Management Information System ("HMIS") and any other databases specified by County within two business days of an activities occurring. Activities that the case manager must report include, but are not limited to: entry into the program, the date of entry into housing, and exit from the program. The case manager must also complete a Full Service Prioritization Decision Assistance Tool ("SPDAT") upon each participant's entry into housing and every 90 days thereafter until the program participant exists the program.
    - 2.1.6. Subrecipient shall reimburse case managers for the following:
      - 2.1.6.1. Mileage, at approved county rate, for visiting and monitoring program participants.
      - 2.1.6.2. Costs associated with accompanying program participants on public transportation.
  - 2.2. Housing Assistance. Subrecipient will provide housing assistance in the selection of RRH to the number of program participants in paragraph 5.1. 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 2.1.3.1. Housing assistance activities will include, but are not limited to, the following:

- 2.2.1. After housing is selected, inspect housing for compliance with the applicable housing quality standards (HQS) in 24 CFR § 982.401 and, while the program participant resides in the housing, reinspect for HQS compliance annually.
- 2.2.2. Ensure that program participant enters into a lease agreement with the landlord. The initial term of the lease must be for at least one (1) month and shall 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, calculate each program participant's contribution to housing costs ("resident rent") and insure that participant pays rent monthly. Rental payments by program participants are not to be considered "match" with regards to the cash match requirements of Continuum of Care (CoC) programs.
- 2.2.4. Pay rent directly to landlord for portion of the rent that the program participant is not required to pay. Rental payments by program participants paid directly to the landlord are not to be considered "match" with regards to the cash match requirements of CoC programs.

2.3. Transportation. To ensure access to education, employment and/or health care services, Subrecipient shall provide participants with bus passes or taxi or livery services (only in the event public transportation is not available).

2.4. Other financial supportive housing services. When necessary, Subrecipient will pay on behalf of the participant utility deposits and/or one-time moving costs, including truck rental and hiring of a moving company.

3. **PROGRAM ACTIVITIES – COUNTY.** County will determine eligibility of individuals and households seeking CoC services. Based on the information available in the Pima County Coordinated Entry System, County will refer eligible individuals or households, as appropriate, to Subrecipient for Project Advent services. County will also Enroll participants it determines eligible into the Continuum of Care Program established pursuant to 24 CFR Part 578. County will also 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 – SUBRECIPIENT and COUNTY.**

- 4.1. Subrecipient and County may refer individuals and/or families to Pima County Sullivan Jackson Employment Center ("SJEC") for eligibility determination and enrollment into appropriate programs and services.
- 4.2. Subrecipient and County will meet at least once each month to review and evaluate each participant's case plan and progress towards achieving the goals and outcomes; coordinate resources being offered to each participant; avoid duplication of service; and provide information and referrals to other service providers.

5. **PROJECT GOAL/PREDICTED OUTCOMES.**

- 5.1. Subrecipient will provide RRH, case management and associated services to a minimum twenty-five participants (a homeless family is considered one participant).
- 5.2. Subrecipient will maintain a minimum of fifteen participants at any given time throughout the contract term.
- 5.3. Participants shall have an economic plan and a plan for Housing Stability:

Of total participants served	Achievement - Eligible program participants
100%	Develop a realistic budget based upon household income
80%	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 their case plans throughout the time participating in the program
80%	Move into permanent, unsubsidized housing after completing and exiting the program

**6. BUDGET.**

- 6.1. For services provided July 1, 2021 through June 30, 2022, County will pay Subrecipient as follows:

BUDGET LINE ITEM	AMOUNT
Rental Assistance	\$108,672.00
Case Management (including indirect costs at 20.60%)	\$38,333.22
Supportive Services (Moving Costs, Transportation, and Utility Deposits)	\$1,501.78
Administrative Costs (including indirect costs at 20.60%)	\$6,671.50
<b>Total Program Budget</b>	<b>\$155,178.50</b>

- 6.2 Matching Subrecipient shall provide funds to match up to 25% based on eligible program costs subject to contract modifications. Additional conditions include, but are not limited to:

- 6.1.1. Matching funds shall comply with 24 CFR § 578.73.
- 6.1.2. Funds used to match a previous CoC grant may not be used to match a subsequent grant award.
- 6.1.3. Funds from other federal grants can be used as match.
- 6.1.4. Subrecipient must provide a list of matching funds to County with each draw-down of CoC funds.

**7. REPORTING. Subrecipient shall:**

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

**END OF EXHIBIT A**

**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

### **Beds**

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 CFR 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 homelessness has lasted at least 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.

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**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.

### **Severity 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 of support in order to maintain permanent housing.
- 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.
- 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.



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](http://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.
3. Not require children and unaccompanied youth to enroll in a new school as a condition of receiving services.
4. 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](http://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 TPCP 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. TPCP 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.
3. 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 LGBTQ 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](http://www.tpch.net) and "Contact TPCH".

### **Housing First**

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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.

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.
6. Maintain quarterly drawdowns
7. Fully expend awarded funds.
8. Maintain full and high quality participation in the TPCH HMIS.
9. Maintain full and high quality participation in the TPCH Coordinated Entry system.

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### 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

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### 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.

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### 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 CH-dedicated 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:

- 3) Severe Service Needs & Less than 2 years homeless & unsheltered
- 4) 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
- 7) High Service Needs & Less than 2 years homeless & unsheltered
- 8) High Service Needs & Less than 2 years homeless & sheltered

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**Beds Classified as Not Dedicated or Prioritized for CH**

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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, TPOCH 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
6. High Service Needs, with a disability
7. High Service Needs, 2 or more years homeless
8. High Service Needs

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**Timelines for Obtaining Documentation of Chronic Homelessness**

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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, TPOCH 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.

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**Timelines for Accessing Housing**

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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.

#### 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.

### **Eligibility**

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.



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 statutes;
- 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

- i) Documentation of the current household status as Category 1; Literally Homeless.
- ii) 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.



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

**MEMORANDUM OF UNDERSTANDING  
IN THE PIMA COUNTY COMMUNITY SERVICES DEPARTMENT  
SULLIVAN JACKSON EMPLOYMENT CENTER  
JOB OFFER ACADEMY  
AND  
ENROLLED PROGRAM PARTICIPANT**

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**INTRODUCTION:**

THIS MEMORANDUM OF UNDERSTAND (MOU) IS ENTERED BETWEEN THE PIMA COUNTY SULLIVAN JACKSON EMPLOYMENT CENTER (SJEC) AND THE LISTED PROGRAM PARTICIPANT. HEREAFTER KNOWN AS "THE PARTIES."

**PURPOSE:**

THIS MOU SERVES AS THE AGREEMENT DEFINING THE RESPECTIVE RESPONSIBILITIES OF THE PARTIES IN PROVIDING JOB READINESS SERVICES, JOB PLACEMENT SERVICES, JOB RETENTION SERVICES WITH SUPPORTIVE SERVICES, AND CASE MANAGEMENT SERVICES TO ELIGIBLE PROGRAM PARTICIPANTS EXPERIENCING HOMELESSNESS.

**ROLES AND RESPONSIBILITIES:**

SJEC IS RESPONSIBLE FOR THE OVERALL MANAGEMENT AND ACCOUNTABILITY OF THE PROGRAM. RESPONSIBILITIES INCLUDE ELIGIBILITY DETERMINATION, COORDINATING PARTICIPANT PROGRESS WITH SUB-RECIPIENT CONTRACTOR, AND REFERRING ELIGIBLE PROGRAM PARTICIPANTS TO EMPLOYMENT ASSISTANCE AND JOB TRAINING SERVICES.

FOR PERSONS WHO ARE PROPERLY DOCUMENTED AS HOMELESS ACCORDING TO HUD'S HOMELESS DEFINITION, SJEC SHALL MAKE FUNDS AVAILABLE FOR RENTAL ASSISTANCE IN WHICH A PROGRAM PARTICIPANT WILL BE HOUSED IN AN APPROPRIATE HOUSING UNIT ACCORDING TO INDIVIDUAL AND/ OR FAMILY COMPOSITION AND WITHIN HUD FAIR MARKET RATES. THE LEASE WILL BE IN THE INDIVIDUAL OR FAMILY HEAD OF HOUSEHOLD'S NAME; AND THAT WILL ALLOW THE PROGRAM PARTICIPANT TO "TRANSITION-IN-PLACE." WHEN GRANT SUBSIDIES ARE NO LONGER PAID ON BEHALF OF THE LEASE HOLDER. THE PROGRAM IS A TIME LIMITED INTERVENTION TO QUICKLY MOVE INDIVIDUALS AND FAMILIES TO PERMANENT HOUSING AND SELF-SUFFICIENCY

PROGRAM PARTICIPANTS AGREE TO PARTICIPATE IN THE JOB OFFER ACADEMY AND COMPLETE THE EIGHTY HOURS OF MODULES # 1 THRU MODULES # 11. THEY WILL THEN TRANSITION INTO A JOB DEVELOPMENT ACTIVITY IN ORDER TO OBTAIN FULL-TIME

EMPLOYMENT IN THE PROGRAM PARTICIPANTS CHOSEN JOB OBJECTIVE. THEY AGREE TO BE CO-ENROLLED INTO THE ONE-STOP CAREER CENTER (WIOA) FOR FURTHER EMPLOYMENT ASSISTANCE, IF NEEDED.

POST-EMPLOYMENT SERVICES MAY BE OFFERED TO ALL PROGRAM PARTICIPANTS WHO HAVE TRANSITIONED INTO PERMANENT HOUSING WITH NO SUBSIDIES FOR A PERIOD OF UP TO SIX MONTHS OF SUPPORTIVE SERVICES. SUPPORTIVE SERVICES DO NOT INCLUDE RENTAL ASSISTANCE.

THE PROGRAM PARTICIPANT AGREES TO COMPLY WITH THE JOB OFFER ACADEMY PROGRAM GUIDELINES.

PROGRAM PARTICIPANT \_\_\_\_\_

ADDRESS AND PHONE # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

THIS MEMORANDUM OF UNDERSTANDING IS AGREED UPON BY THE SJEC CASE MANAGER, THE SUB-RECIPIENT CASE MANAGER, AND THE PROGRAM PARTICIPANT BY THEIR SIGNATURES BELOW.

\_\_\_\_\_ SJEC CASE MANAGER

\_\_\_\_\_ SUB-RECIPIENT CASE MANAGER

\_\_\_\_\_ PROGRAM PARTICIPANT

SIGNED ON THIS DATE: \_\_\_\_\_

**END OF EXHIBIT C**