SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR
PINAL COUNTY LOCAL COALITION TO END HOMELESSNESS
CAPACITY BUILDING

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is made on April 26, 2023 by and between PINAL COUNTY, a political subdivision of the State of Arizona (the "**County**") and COMMUNITY ACTION HUMAN RESOURCE AGENCY, an Arizona nonprofit corporation ("**Subrecipient**"). The County and the Subrecipient are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the County has entered into an agreement with the Arizona Department of Housing ("**ADOH**") in their role as the Collaborative Applicant for the AZ Balance of State Continuum of Care ("**AZBOSCOC**") to serve as the local lead agency for the Pinal County Local Continuum/Coalition to End Homelessness ("**LCEH**"); and

WHEREAS, the ADOH, acting pursuant to A.R.S § 41-3953 and A.R.S. § 41-3955 has entered into contract number ADOH#546-23 with the County to provide SFY2023 State Housing Trust Fund ("HTF") funding for LCEH Capacity Building ("**ADOH HTF Funding Agreement**"); and

WHEREAS, per contract number ADOH#546-23, the County is authorized to contract by subgrant agreement with private nonprofit organizations to carry out all eligible activities thereunder; and

WHEREAS, in an effort to decrease the average length of time individuals are currently experiencing homelessness in Pinal County, the County shall use its LCEH Capacity Building funds to contract with one or more community based service providers to provide targeted Case Management and Housing Location Services throughout Pinal County; and

WHEREAS, the County released an application to invite community based service providers to apply for HTF funding to staff the targeted Case Manager and Housing Locator positions; and

WHEREAS, the Subrecipient submitted an application to the County, which was subsequently negotiated by the Parties resulting in the activities described in the Scope of Work hereby incorporated into this agreement and described in **Exhibit "A"** ("**Scope of Work"**); and

WHEREAS, the County desires to award HTF funds to the Subrecipient for the purposes of implementing the Scope of Work;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations herein contained, including attachments, which are incorporated herein by reference, and subject to the terms and conditions hereinafter stated, the Parties hereto understand and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Scope of Work**. The Subrecipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the Scope of Work, as set forth in **Exhibit "A"**.

3. **Reports.** The Subrecipient shall be responsible for providing various reports of all activities related to this Agreement, as identified in the Scope of Work. The Subrecipient shall provide to the County any additional written information requested by the County in a timely manner and within reasonable deadlines as set by the County.

4. **Records Retention**

    a. The Subrecipient shall retain for inspection and audit by the County all books, accounts, reports, files including actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing the Subrecipient of the closeout or termination of the Agreement.

    b. The Subrecipient agrees to provide the County with access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

5. **Funding and Project Budget**

    a. The County will fund to the Subrecipient for the full performance of this Agreement and the actual conduct associated with the Scope of Work, a total subgrant amount not to exceed **$120,000.00**. This amount constitutes the entire consideration for the County's participation in the performance and completion of all work to be performed under this Agreement.

    b. A detailed project budget is included in the Scope of Work. The County shall reimburse the Subrecipient only for actual incurred costs upon the presentation of properly documented reimbursement requests. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards for fund control and accountability as set forth at 2 CFR § 200.302.

    c. Pre-award costs are not allowable under this Agreement.

    d. The Subrecipient's final request for financial assistance under this Agreement must be submitted to the County within fifteen (15) days of the expiration or termination of this Agreement.

    e. The Subrecipient must make a concerted, good-faith effort to expend the total funding amount specified above within the term of this Agreement. The Subrecipient's costs and expenditures shall not exceed the total funding amount. The County shall not be liable for or reimburse the Subrecipient for any extra costs or overruns related to the provisions of the activities in the Scope of Work, or any additional funding in excess of the total amount stated above.

f. If any action is taken by ADOH to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Agreement or the ADOH HTF Funding Agreement, the County may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment or termination under this section. Notice shall be deemed effective upon the Subrecipient when received or three days after postmarked by mail carrier, whichever is sooner.

g. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are available to the County for disbursement.

h. Reversion of Funds and Assets. The Subrecipient will return to the County, upon expiration or termination of this Agreement, any asset or property provided to the Subrecipient for the purposes of administering the activities identified in the Scope of Work within 30 days after such expiration or termination. Any funds held by the County at the time of expiration or termination of this Agreement or refunded to the County shall be reallocated by the County.

i. Matching Funds. There is no cash or in-kind match required for the funds provided in this Agreement.

j. Termination for Cause. The County may terminate this Agreement in whole or in part at any time whenever it determines the Subrecipient has failed to comply with any condition hereof including, but not limited to, the Scope of Work. If the County so determines, it shall notify the Subrecipient in writing of such termination to include the reason for the termination and effective date of the termination. Notice shall be deemed effective upon the Subrecipient when received or three days after postmarked by mail carrier, whichever is sooner.

k. Uniform Requirements. The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Guidance and all relevant provisions of 2 CFR Part 200, including, but not limited to, Appendix II to Part 200, regardless of whether the same are specifically set forth in this Agreement.

6. Schedule of Completion.

a. Effective Dates. The effective dates of this Agreement are upon execution by the Chair of the Board of Supervisors and ends upon expiration of the performance period, as outlined in the Scope of Work.

b. Close-Outs. Notwithstanding the foregoing, the Subrecipient's obligation to the County under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.

7. **Subrecipient Warranties and Representations**. The Subrecipient agrees and certifies:

   a. The Subrecipient will continue to maintain throughout the term of this Agreement, a designation under state and federal law as a tax-exempt, nonprofit organization, and meet the definition of "private nonprofit organization" as set forth at 24 CFR § 576.2.

   b. The Subrecipient's governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement, including the Certifications hereto, and to comply with the terms of this Agreement.

   c. That it possesses legal authority to execute this Agreement.

   d. That it intends to provide the service for which funds are granted under this Agreement for at least the term of this Agreement.

   e. The Subrecipient will utilize normal and customary practices for the delivery activities outlined in the Scope of Work, and provide a level of service that is consistent with the level of service for similar activities administered by the Subrecipient exclusive of this Agreement as defined by the Scope of Services attached at **Exhibit "A"**.

   f. The Subrecipient will comply with all applicable laws and regulations, regardless of whether the same are specifically referenced herein. *See also* Section 8, below.

   g. The Subrecipient is independent of the County in all respects and is not an agent for the County and must not in any way represent itself as an agent of the County. The relationship of the County and the Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law. Nothing contained in this Agreement shall be construed to create the relationship between the County and the Subrecipient of employer and employee, partners or joint ventures. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as the Subrecipient is an independent contractor.

8. **Compliance with Laws and Regulations**.

   a. The Subrecipient will comply all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the activities pursuant to this Agreement as identified in **Exhibit "B"**, Federal Laws and Regulations, and **Exhibit "C"** Certifications.

   b. The Subrecipient shall participate in the Pinal County Coalition to End Homelessness, Coordinated Entry and Homeless Management Information System under the Balance of State Continuum of Care.

   c. Audit. If federal funds are paid to the Subrecipient through this Agreement, the Subrecipient shall comply with the audit requirements set forth in 2 CFR 200. Subrecipient shall comply with A.R.S. 35-181.03 if any State funds are paid through this Agreement.

Audits shall be submitted to the County when completed, but no later than nine (9) months following the close of the fiscal year. The Subrecipient agrees to rectify issue identified in audits within six months of the date of the receipt of the report. Upon completion, such audits shall be made available for public inspection. Failure to comply shall result in withholding of all present and future County provided funds.

d. Conflicts of Interest. The Parties acknowledge that no member of the governing body of the County or any employee of the County who exercises any functions or responsibilities in connection with the carrying out of this Agreement has a personal interest, direct or indirect, in this Agreement.

e. Cancellation. Pursuant to A.R.S. § 38-511, the County may, within three years after the execution of this Agreement, cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of the Subrecipient in any capacity or a consultant to the Subrecipient with respect to the subject matter of this Agreement.

f. Certifications. In additions to the agreements and certifications made elsewhere in this Agreement, the Subrecipient must execute the following certifications, which are attached as **Exhibit "C"**, Certifications:

   i. Policy of Nondiscrimination on the Basis of Disability;

   ii. Drug-free Workplace Act of 1988;

9. Cost Disallowances.

a. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by federal, state, or County audit, or monitoring in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action related to the disallowance. Court costs and attorney's fees incurred will be specifically identified, applicable, to the recovery of the disallowed costs in question.

b. If the County determines that a cost for which payment has been made is a disallowed cost, the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

c. If the County determines that the Subrecipient has failed to follow a federal or state law relative to the activities provided under this Agreement, the County may, at its discretion, require the Subrecipient to repay the entire amount of the Agreement, except as otherwise noted in this Agreement.

10. Recordkeeping and Accounting

a. The Subrecipient agrees to comply with 2 CFR Part 200, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain accurate books, records, and other documents pertinent to the Project to be funded under this Agreement sufficient to support and document all costs and that allowable services were provided to eligible participants, and all other records required to be maintained and kept by the Regulations including, but not limited to:

   i. Those records set forth at 24 CFR § 576.500;

   ii. Records required to determine the eligibility of activities;

   iii. Records to support that costs incurred were reasonable and allocable to the Scope of Work under this Agreement.

   iv. Records relating to client data demonstrating client eligibility for services provided. Such records shall reflect data to include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request. This information shall be maintained in HMIS.

   v. Financial records.

b. Confidentiality of Records. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly related with the administration of the County's or the Subrecipient's responsibilities with respect to the services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian. Accordingly, the use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient shall safeguard the confidentiality of this information and include a clause to this effect in all subcontracts.

c. Access to Records, Audits & Inspections.

   i. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

ii. Federal Government Rights. Notwithstanding the confidentiality procedures established under 24 CFR § 576.500(x), and as set forth above, the Subrecipient must comply with the requirements to access to records in 2 CFR § 200.337.

iii. The requirement for allowing access by the County to the Subrecipient's records as set forth herein extends to the Subrecipient's own subrecipients or contractors or subcontractors and the Subrecipient shall cause the same to likewise to furnish all information and reports required hereunder and to permit access to their books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

11. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Subrecipient warrants its compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Subrecipient or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County under the terms of this Agreement. The County retains the legal right to randomly inspect the papers and records of the Subrecipient to ensure compliance with the above-mentioned warranty. The Subrecipient warrants to keep its papers and records open for random inspection during normal business hours by the County. The Subrecipient shall cooperate with the County's random inspections, including by granting the County entry rights onto its properties to perform the random inspections and waiving its rights to keep such papers and records confidential.

12. Political Activities. None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

13. Indemnification and Hold Harmless.

a. Should the Subrecipient perform any work or provide services contrary to applicable laws, ordinances, rules or regulations under this Agreement, it will assume full responsibility to correct the noncompliance and bear all costs, fees, or penalties resulting therefrom. The Subrecipient shall be solely responsible for all damages to persons or property that occur as a result of negligence or fault of the Subrecipient in connection with the performance of this Agreement.

b. The Subrecipient will indemnify, defend, and hold harmless the County, its board, elected officials, agents, staff, employees, officers, directors, affiliates, volunteers, successors and assigns, from all claims and suits, actions, losses, damages, expenses, costs and/or claims, of any character or any nature, including, but not limited to, any claims of negligence, whether known or unknown, in law or equity ("Claims"), including, but not limited to, all attorneys' fees and costs of litigation, including appeals, which arise out of any act or omission, or work done in fulfilling the terms of this Agreement or on account of any act, omission, claim or other amount arising or recovered under Workmen's Compensation Law, or arising out of the failure of the Subrecipient or those acting under the Subrecipient, including its employees, contractors, agents, volunteers, and any other person or entity acting for or on the Subrecipient's behalf, to conform to any statutes, ordinances, regulations, codes, law, or court decree. This indemnification and hold harmless agreement

expressly includes the reasonable attorneys' fees and costs the County may incur in enforcing this paragraph.

c. It is the intent of the Parties to this Agreement that the County, its board, elected officials, agents, staff, employees, officers, directors, affiliates, volunteers, successors and assigns, will, in all instances, except for loss of damage resulting from the sole negligence of the County, be indemnified against all liability, loss, or damage of any nature whatever for or on account of any injuries to or death of any person(s) or damages to or destruction of property belonging to any person(s) arising out of or in any way connected with the performance of this Agreement, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the County. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

14. Conflicting Provisions. If the Subrecipient discovers that any of the Agreement documents are in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority, the Subrecipient will promptly notify the County, in writing, of such conflict specifying any necessary changes to the Agreement documents or work to eliminate the conflict. All applicable federal regulatory requirements shall govern in the event of any inconsistency with the terms of this Agreement.

15. Amendments.

a. The County or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each Party, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from its obligations under this Agreement.

b. The County may, in its sole discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, laws, rules, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Subrecipient.

16. Assignment and Subcontracting. No right, liability, obligation or duty under this Agreement may be assigned, delegated, transferred or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the County agrees, in writing, otherwise.

17. Insurance and Bonding Requirements.

a. Without limiting any of the Subrecipient's obligations or liabilities, the Subrecipient, at the Subrecipient's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to the County and with policies and forms satisfactory to the County.

b. Workers' Compensation Insurance –per statutory requirements, Employer's Liability insurance of not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) disease for each employee and Five Hundred Thousand Dollars ($500,000) disease policy limit.

c. Commercial General Liability Insurance with a limit of not less than One Million Dollars ($1,000,000) for each occurrence with a Two Million Dollars ($2,000,000) Products and Completed Operations Aggregate and with a Two Million Dollars ($2,000,000) General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual liability coverage.

    i. Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause.

d. Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars ($1,000,000), each occurrence with respect to the Subrecipient's any auto, all owned auto, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient's work related to this Agreement. Coverage must include coverage code "1" any auto. UM/UIM coverage in the amount of $350,000 or more is required when non employees are being transported in Subrecipient's vehicles.

e. The Subrecipient shall observe sound business practices with respect to providing for itself and requiring of contractors such bonding and insurances as would provide adequate coverage for the activities under this Agreement.

f. Additional Insured. The insurance coverage required by this contract, except Worker' Compensation, shall name PINAL COUNTY, its boards, agents, representatives, directors, officials, employees and officers as Additional Insureds.

g. Claims Made. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Subrecipient's work or services and be evidenced by annual Certificates of Insurance.

h. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by the County.

i. Material Breach. Failure on the part of the Subrecipient to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by the County shall constitute a material breach of this Agreement upon which the County may, at its sole discretion, immediately terminate this Agreement or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies, so paid by the County shall be repaid by the Subrecipient to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Subrecipient from the County.

j. Primary and Non-Contributory Coverage. The Subrecipient's general liability insurance shall be endorsed to be primary and non-contributory with respect to any insurance or self-insurance carried by the County.

k. Claim Reporting. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of any insurance policy warranty shall not affect coverage afforded under the policies to protect the County.

l. Waiver. The Subrecipient's general liability policy shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, officials, and employees for any claims arising out of the Subrecipient's work or service.

m. Deductible/Retention. If policies provide coverage which contains deductibles or self-insured retentions, the Subrecipient shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Subrecipient to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

n. Certificates of Insurance. Prior to commencing the work or services under this Agreement, the Subrecipient shall furnish the County with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement and shall provide for not less than thirty (30) days' advance Notice of any Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to PINAL COUNTY through:

Name/Title:	Staci Parisi
Address:	P.O. Box 1348
	Florence, AZ 85132
Phone:	520-866-6253
Email:	staci.parisi@pinal.gov

If an insurance policy expires during the life of this Agreement, a renewal certificate must be sent to PINAL COUNTY as provided for above within fifteen (15) days prior to the expiration date.

o. Copies of Policies. The County reserves the right to request and to receive, within ten (10) working days, complete copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise the Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Subrecipient from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Subrecipient's obligations under this Agreement.

p. Subcontractor's Insurance. In addition to insurance coverage required by the Subrecipient, as set forth above, the Subrecipient shall require insurance coverage in the same amounts from its subcontractors and shall be responsible for verifying compliance or the Subrecipient shall include subcontractors as additional insureds under its policies

18. General Provisions.

a. This Agreement supersedes any and all other agreements or understandings, either oral or in writing, between the Parties and contains all the covenants and agreements between the Parties with respect to this Agreement in any manner whatsoever.

b. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf any Party, which are not embodied herein.

c. The Subrecipient and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the County, and shall not attain any rights or benefits generally afforded to County employees.

d. The County's failure to act with respect to any breach of this Agreement by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision herein shall not constitute a waiver of such right or provision.

e. Both Parties acknowledge that no member of the governing body of the County or any employee of the County who exercises any functions or responsibilities in connection with the carrying out of this Agreement has any personal interest direct or indirect in this Agreement.

f. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.

g. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

h. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. Compliance with ADOH HTF Funding Agreement.

a. The Subrecipient acknowledges and agrees that as a condition for the County receiving funding for this Agreement from ADOH pursuant to the ADOH HTF Funding Agreement, the County may not release any funds to the Subrecipient without fully completed written agreements with subcontractors requiring they follow all provisions of the ADOH HTF Funding Agreement and, as applicable, a completed Environmental Review pursuant to Section 11 of the ADOH HTF Funding Agreement.

b. The Subrecipient further acknowledges and agrees that it is a subcontractor for purposes of the ADOH HTF Funding Agreement, that it has received and reviewed, or has been provided the opportunity to receive and review, a complete copy of the ADOH HTF Funding Agreement, and agrees to comply with and be bound by all of the provisions, terms and conditions set forth therein or as otherwise may be required to allow the County to meet its obligations to ADOH under the ADOH HTF Funding Agreement.

20. Notices. Except as otherwise provided above, all notices or other communication, which shall or may be given pursuant to this Agreement, shall be in writing and shall be delivered by personal service, or by certified mail addressed to the other Party at the address indicated herein. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

County address:	Pinal County Office of Budget and Finance Staci Parisi, Grant Specialist P.O. Box 1348 Florence, Arizona 85132
Subrecipient address:	CAHRA Mary Lou Rosales 109 N. Sunshine Blvd. Eloy, Arizona 85131

21. Exhibits. The following exhibits are incorporated as part of this Agreement by this reference as if fully set forth herein.

Exhibit "A": Scope of Work & Project Budget

Exhibit "B": Federal Laws and Regulations

Exhibit "C": Certifications

IN WITNESS WHEEREOF, the Parties have executed this Subrecipient Agreement as of the date below written.

SUBRECIPIENT:

By: Mary Lou Rosales

Its (title): Executive Director

Date: April 24, 2023

PINAL COUNTY:

Chairperson, Board of Supervisors

Date: 05/03/2023

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT "A"
TO
SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR
PINAL COUNTY LOCAL COALITION TO END HOMELESSNESS
CAPACITY BUILDING

SCOPE OF WORK & PROJECT BUDGET

1. SUBRECIPIENT INFORMATION

Organization Name	Community Action Human Resource Agency (CAHRA)
Address	109 N. Sunshine Blvd.
City, State, Zip Code	Eloy, Arizona 85131
Telephone	520-466-1112
Contact Person	Mary Lou Rosales
E-mail address	mlrosales@cahra.org
DUNS#	020324617
Tax Identification #	860397693
ROC#	N/A
UEI	UJL7MUFCV4H9

2. PROGRAM INFORMATION

ADOH Agreement	ADOH#546-23
Date of ADOH Agreement	01/01/2023
ADOH Agreement Amount	$120,000
Amount to Subrecipient	$120,000
CFDA #	N/A
Period of Performance	Effective Date of Agreement to expiration date of 06/30/2024, with the option to extend
Budget Period	Effective Date of Agreement to 07/31/2024, with the option to extend

3. ACTIVITY #1 DESCRIPTION - BY NAME LIST (BNL) CASE MANAGER

Subrecipient shall provide one (1) FTE BNL Case Manager to provide the following services:

A. Outreach Services:

To ensure that every homeless individual in Pinal County is receiving the same opportunity to receive

housing services, the BNL Case Manager shall:

a. Perform weekly outreach services to rotating sections/sectors of Pinal County to identify homeless individuals encamped in urban and rural areas.
b. Assist in developing and leading an Outreach Committee within the PCCEH, to ensure that underserved populations and veterans are engaged.
c. Maintain a telephone hotline to enable the various law enforcement agencies in Pinal County to report homeless encampments and will respond to each encampment within seven (7) business days.
d. BNL case manager will complete VI-SPDAT's for all newly identified homeless individuals encountered.
e. Collaborate with existing resource centers to identify areas for outreach.

B. Case Management Services:

With the understanding that individuals experiencing homelessness are in need of case management and may need assistance with connecting to local resources, the BNL Case Manager shall provide the following case management services:

a. Submit referrals to local resources for behavioral health services, medical treatment, employment/vocational services, Veterans services, Domestic and Sexual Violence services, and other client specific services.
b. Assist individuals on the BNL in obtaining documentation they will need for housing, as they are elevated toward the top of the BNL.
c. Accompany individuals to Housing Intake appointments, assist them in locating housing, submitting needed documents to the housing provider, and attending lease signings.

C. Diversion:

The BNL Case Manager shall provide diversion services for newly homeless individuals to prevent them from entering the homeless system, and rapidly get them rehoused. This will include:

a. Assisting with mediation between the recently homeless individual and natural supports to assist the individual to either return to previous housing situation or find alternative housing options.
b. With funds from Pinal County, assist in removing financial barriers preventing the individual from being housed such as car repairs, transportation, bus tickets to out-of-town relatives, etc.
c. Funding for diversion activities to be provided by the County in an amount not to exceed $10,000.

4. OUTCOMES FOR BNL CASE MANAGER WORKING IN COORDINATION WITH THE PCCEH – The objectives identified below are reflective of the PCCEH as a whole, and are not the sole responsibility of the BNL Case Manager position.

A. OBJECTIVE 1: By April 30, 2024, decrease the number of unsheltered homeless individuals by 25% from 244 to 183, as demonstrated by the number of unsheltered homeless individuals counted in the 2024 PIT vs the 2022 PIT.

B. OBJECTIVE 2: By April 30, 2024, increase the percentage of individuals exiting Emergency Shelter, Transitional Housing, and Rapid Rehousing to Permanent Housing from 59% to 70%, as measured by the Pinal County System Performance Measures.

C. OBJECTIVE 3: By April 30, 2024 decrease the average length of time homeless from 115 days to the system wide average of 91 days, as measured by the Pinal County System Performance Measures.

D. OBJECTIVE 4: By April 30, 2024 increase the number of individuals served in street outreach projects who exit to emergency shelter, transitional housing, rapid rehousing, or permanent housing, as measured by HMIS Street Outreach project report on exits from Street Outreach project.

E. OBJECTIVE 5: By April 30, 2024 provide diversion services to at least 10 individuals to prevent an individual from entering homelessness, or returning to homelessness, as measured by the number of individuals who received diversion services.

5. REPORTING FOR BNL CASE MANAGMENT

The BNL Case Manager will be responsible for:

A. Utilizing the BNL Placement Log, track the number of current individuals on the BNL and those added to the BNL. Report this information to the Pinal County Coalition to End Homelessness (PCCEH) monthly.

B. Utilizing the Outreach Activities Log, track outreach activities and report to PCCEH monthly.

C. Utilizing the Diversion Log, track individuals who received diversion assistance and report to PCCEH monthly.

D. Entering all Street Outreach activities in the Pinal County Street Outreach project in HMIS.

6. HOMELESS MANAGEMENT INFORMATION SYSTEM

A. Subrecipient shall enter data on all persons served in Street Outreach activities through this Agreement in the Arizona Balance of State Continuum of Care Homeless Management Information System (HMIS).

B. The Street Outreach project will be set up under the Pinal County agency in HMIS.

C. Subrecipient shall submit quarterly CAPER reports generated in HMIS for this activity to the County on a quarterly basis as follows:

Report Period	Due to County

April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 31	April 15

D. Submit CAPER reports to:

Pinal County Office of Budget and Finance
Staci Parisi, Grant Specialist
P.O. Box 1348
Florence, Arizona 85132
Or email to: staci.parisi@pinal.gov

7. TRAINING FOR BY NAME LIST CASE MANAGER

A. The BNL Case Manager shall complete the following required training within three (3) months of hire date and provide evidence of the same to the County:

a. Motivational Interviewing
   i. Attend one facilitator led Introductory Motivational Interviewing (select from this list): https://motivationalinterviewing.org/list-events

b. Trauma Informed Care - Trauma Informed Outreach Learning Community Series (1.5 hours each)
   i. Trauma informed care – responding to the Trauma of Homelessness https://hhrctraining.org/events-webinars/webinar/2798/trauma-informed-outreach-session-1

   ii. Best Practices for Person-Centered Outreach https://hhrctraining.org/events-webinars/webinar/2799/trauma-informed-outreach-session-2

   iii. Making the Connection to the Homelessness Response System https://hhrctraining.org/events-webinars/webinar/2800/trauma-informed-outreach-session-3

   iv. Providing Behavioral Health Care in Unsheltered Environments https://hhrctraining.org/events-webinars/webinar/2801/trauma-informed-outreach-session-4

8. ACTIVITY #2 DESCRIPTION – HOUSING LOCATOR

Subrecipient shall provide 1 FTE Housing Locator to provide the following services:

A. Develop a written Landlord Comprehensive Outreach Strategy, which shall include:
   a. Policy on damage claims, and use of the landlord hotline.
   b. How potential landlords will be identified and contacted.
   c. Description of recruitment events to be hosted and networking events to attend.
   d. Use and creation of promotional material.

e. How relationships to local partners including realtor and property management associations will be developed and maintained.

B. Implement the Landlord Comprehensive Outreach Strategy.

C. Create and maintain a Landlord database. The database will be emailed out weekly to PCCEH member agencies who have housing projects. The landlord database will be reviewed at monthly HMIS/BNL/CC meetings.

D. Conduct Housing Quality Standards inspections or Minimum Habitability Standards inspections, depending on the requirements of the housing assistance program.

E. Coordinates the County funded Landlord Incentive program per the terms and conditions to be established by the County in its sole discretion.

F. Serves as a point of contact for all PCCEH member agencies to assist with identifying available rental housing within Pinal County.

9. OUTCOMES FOR HOUSING LOCATOR POSITION WORKING IN COORDINATION WITH THE PCCEH – The objectives identified below are reflective of the PCCEH as a whole, and are not the sole responsibility of the Housing Locator position.

A. OBJECTIVE 1: By April 30, 2024 increase the number of Emergency Housing Vouchers (EHV), Veteran Affairs Supportive Housing (VASH), and rental assistance (PCCEH connected housing projects) contracts in place by 25%, as measured by the number of rental assistance contracts in place on April 30, 2024 vs. April 30, 2023.

B. OBJECTIVE 2: By April 30, 2024 increase the number of landlord vendors (EHV, VASH, PCCEH connected housing projects) by 25% as demonstrated by the number of rental agreements executed with new landlords between April 30, 2023 and April 30, 2024.

C. OBJECTIVE 3: By April 30, 2024 decrease the average length of time homeless from 115 days to the system wide average of 91 days, as measured by the Pinal County System Performance Measures.

D. OBJECTIVE 4: By April 30, 2025 maintain or increase the number of renewed voucher or rental assistance contracts with landlords, measured by the number of contracts (EHV, VASH, PCCEH connected housing projects) renewed between April 30, 2023 and April 30, 2025.

10. REPORTING FOR HOUSING LOCATOR

A. Utilizing the Outreach Log and Promotional Activities Log, track promotional and outreach activities and report to PCCEH monthly.

11. TRAINING FOR HOUSING LOCATOR

A. The Housing Locator shall complete the following required training within three (3) months of hire date:

a. Motivational Interviewing
   i. Attend one facilitator led Introductory Motivational Interviewing (select from this list): https://motivationalinterviewing.org/list-events

b. Trauma Informed Care - Trauma Informed Outreach Learning Community Series (1.5 hours each)
   i. Trauma informed care – responding to the Trauma of Homelessness https://hhrctraining.org/events-webinars/webinar/2798/trauma-informed-outreach-session-1

   ii. Best Practices for Person-Centered Outreach https://hhrctraining.org/events-webinars/webinar/2799/trauma-informed-outreach-session-2

   iii. Making the Connection to the Homelessness Response System https://hhrctraining.org/events-webinars/webinar/2800/trauma-informed-outreach-session-3

   iv. Providing Behavioral Health Care in Unsheltered Environments https://hhrctraining.org/events-webinars/webinar/2801/trauma-informed-outreach-session-4

12. FINANCIAL INFORMATION

This agreement is a reimbursable grant. Invoices shall be submitted to the County monthly for reimbursement. Invoices must be accompanied by receipts or documentation of actual costs incurred.

Submit requests for reimbursement to:

Pinal County Finance Department
Staci Parisi, Grant Specialist
P.O. Box 1348
Florence, Arizona 85132
Or email to: staci.parisi@pinal.gov

13. SYSTEMWIDE COLLABORATION

A. BNL Case Manager and Housing Locator shall participate in the Pinal County Coalition to End Homelessness (PCCEH) during the term of this Agreement, as demonstrated by a completed and current Agency Commitment Form on file with the PCCEH.

B. BNL Case Manager and Housing Locator shall participate in monthly PCCEH Coordinated Entry/Case Conferencing/HMIS Committee meetings during the term of this Agreement.

C. Subrecipient shall participate in the Casa Grande Coalition to End Homelessness and the Apache Junction Coalition to End Homelessness during the term of this Agreement.

13. BUDGET

Budget Line Item	**Level of Effort (% of FTE)**	**Amount Funded**
BNL Case Manager Annual Salary	100%	$37,440.00
BNL Case Manager Employee Related Expenses/Fringe Benefits	100%	$17,203.80
Housing Locator Annual Salary	100%	$35,360.00
Housing Locater Employee Related Expenses/Fringe Benefits	100%	$16,560.75
Mileage for BNL Case Manager		$3,000.00
Mileage for Housing Locator		$2,585.00
Print Materials (County will pay for up to $2,000)		$0.00
Total Direct Costs		**$112,149.55**
Administrative/Indirect Costs (may not exceed 7%)		$7,850.45
Total Request		**$120,000.00**

EXHIBIT "B"
TO
SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR PINAL COUNTY LOCAL COALITION TO END HOMELESSNESS
CAPACITY BUILDING

FEDERAL LAWS & REGULATIONS

1. **Application of Uniform Administrative Requirements.** The Subrecipient shall comply with all administrative requirements, cost principles, and audit requirements as provided in 2 CFR Part 200.

2. **Equal Opportunity.**

   2.1. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance will obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

   2.2. The Subrecipient agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L.90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

   2.3. The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community

Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.

2.4. The Subrecipient agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

2.5. Equal Employment Opportunity. The Subrecipient agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

2.5.1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability. The Subrecipient shall take affirmative action to insure that applicants for employment and employees during employment are treated without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.5.2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, marital status, political affiliation or belief or disability.

2.5.3. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the same of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.5.4. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.5.5. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

2.5.6. In the event the Subrecipient is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

2.5.7. The Subrecipient will include the provisions of subsections (2.5.1) through (2.5.6) of this Section 2.5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

2.6. Affirmative Outreach. In accordance with 24 CFR § 576.407, the Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.

3.1. The Subrecipient shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. (24 CFR § 576.407). This requirement shall extend to the Subrecipient's entire activity regardless of how much HUD assistance is received.

3.2. In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Subrecipient should apply HUD's four-factor analysis.

a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Subrecipient.

b. Identify the frequency with which LEP persons come in contact with the activity.

c. Consider the nature and importance of the activity or service provided by the activity to people's lives.

d. Identify the resources available to the Subrecipient and the costs associated with providing meaningful access to LEP persons.

3.3. The Subrecipient must determine what language assistance measures are sufficient for the activity funded with ESG funds. The Subrecipient shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The Subrecipient is not required to take measures that would be a cost burden or cost prohibitive to the Subrecipient.

3.4. Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Subrecipient's records and be made available upon request.

4. **Section 504.** The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program.

5. **Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Subrecipient, will be specified by written agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the County prior to execution.

6. **Interest of Members, Officers or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Subrecipient or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the activity assisted under this Agreement.

7. **Affirmative Action.**

7.1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall

provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

8. **Civil Rights.** The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, as well as all nondiscrimination provisions set forth at 24 CFR Part 576 and 24 CFR Part 5, Subpart A.

EXHIBIT "C"
TO
SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR PINAL COUNTY LOCAL COALITION TO END HOMELESSNESS
CAPACITY BUILDING

CERTIFICATIONS

The Subrecipient will certify its intent to abide by the following laws and regulations.

1. Policy of Nondiscrimination on the Basis of Disability.

2. Drug-Free Workplace.

CERTIFICATION REGARDING
POLICY OF NONDISCRIMINATION ON THE
BASIS OF DISABILITY

The undersigned representative agrees, on behalf of the Subrecipient, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its activities.

Mary Lou Rosales
Signature of Authorized Official

April 24, 2023
Date

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR§ 5.105, and 24 CFR Part 2429 by:

1. Publishing a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

   2.1. The dangers of drug abuse in the workplace;

   2.2. The Subrecipient's policy of maintaining a drug-free workplace;

   2.3. Any available drug counseling, rehabilitation and employee assistance programs; and

   2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

   4.1. Abide by the terms of the statement; and

   4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Subrecipient has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:

   6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, local health requirements, law enforcement, or other appropriate Subrecipient.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

Signature of Authorized Official

April 24, 2023
Date