

<b>Grant Agreement</b> Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	<b>U.S. Department of Housing and Urban Development</b> Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Cochise County 1415 Melody Lane Building A Bisbee, AZ 85603	2. Grant Number: AZ-H2001W033 3. Tax Identification Number: 866000398 4. Unique Entity Identifier: 020126041
5. Applicable Renewal Notice: N/A	6. Grant Amount: \$68,198
7. Period of Performance Start Date (date listed in box 15) (mm/dd/yyyy)	8. Period of Performance End Date (36 months after the date in box 15)
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached	

- I. This Agreement between the U.S. Department of Housing and Urban Development (“HUD”) and the above named Grantee is made pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. 12901-12912) and the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) (P.L. 116-136, enacted March 27, 2020).
- II. The Grantee’s submissions for assistance under the Housing Opportunities for Persons With AIDS Program (“HOPWA”) as modified by the CARES Act, the HOPWA regulations at 24 CFR part 574 (as now in effect and as may be amended from time to time), HUD’s CARES Act implementation notices and guidance (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions, constitute part of the Agreement.
- III. Subject to the provisions of this Agreement, HUD will make funds available to the Grantee upon execution of this Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance; provided that the costs are otherwise allowable and were used to prevent, prepare for, and respond to coronavirus.
- IV. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.
- V. The Grantee must complete the attached “Indirect Cost Rate Schedule” and return it to HUD with this Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VI. The Grantee must notify HUD in writing and receive HUD approval for any significant amendments to the Grantee’s program, in accordance with the Notice as specified above.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain all terms and conditions required by 2 CFR 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1)-(4).
- VIII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.

- IX. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (“IDIS”) or its successor.
- X. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System (“HMIS”) to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person’s case management, treatment, and care in line with their signed release of information.
- XI. If the amount in box 6 above exceeds \$500,000, the Grantee must comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XII. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due to HUD within 90 days of the end of each 12-month operating period until all Grant Funds are expended.
- XIII. The Grantee must use Grant Funds on HOPWA-eligible activities but is not required to use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs.
- XIV. The Grantee must commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).
- XV. The Grantee assumes the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. This Article does not apply to a Grantee that is a nonprofit organization.
- XVI. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.
- XVII. The Grantee must update client eligibility records no less than annually.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.
- XIX. A default shall occur when the Grantee fails to comply with the provisions of this Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XX. Grant funds are subject to the following CARES Act modifications to the HOPWA program:
- a. The Grantee may use up to six (6) percent of Grant Funds for administrative purposes.
  - b. Project Sponsors may use up to ten (10) percent of its subaward for administrative purposes.
  - c. Short term rent, mortgage, and utility assistance payments to prevent homelessness may be provided for a period of up to 24 months.
  - d. Funds may be used to provide relocation services for eligible persons or their household members not living with HIV/AIDS.
  - e. Funds are one-time awards and will not be renewed.
- XXI. The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442).

10. For HUD (Name and Title of Authorized Official)  Kimberly Y. Nash, Director, CPD	11. Signature  X	12. Date (mm/dd/yyyy) (“Federal Award Date”)
13. For the Grantee (Name and Title of Authorized Official)	14. Signature  X	15. Date (mm/dd/yyyy)

## Indirect Cost Rate Schedule

**(To be added as attachment to HOPWA Grant Agreement)**

The Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Grant Agreement that is returned to HUD. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee shall be incorporated into and made a part of the Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

### INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

**Instructions:** The Grantee must identify each agency or department of the Grantee that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for Project Sponsors.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix VII to Part 200.