

# URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court  
Agenda Request Form

No. \_\_\_\_\_

Date: 09/22/2009 Meeting Date Request: 09/29/09

Deadline for Action: 09/29/09 Contact Person: Ms. Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director 

**Caption:** Approval of a Subrecipient Agreement with Valley Initiative for Development & Advancement (VIDA) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

**Background:** This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). VIDA will use the funds at their VIDA Center. Agreement is for three years and is in the amount of \$727,793.00. Services include:

	<u>Homeless Prevention</u>	<u>Rapid Re-housing</u>
<b>Financial Assistance</b>	\$338,500.00	\$ 88,000.00
Rental Assistance Short/Medium Term		
Housing Security Deposits		
Utility Payments Short/Medium Term		
Moving Cost & Motel/Hotel Vouchers		
<b>Housing Relocation &amp; Stabilization Service</b>	\$110,000.00	\$ 74,000.00
Outreach & Outreach Materials		
Credit Repair Referral Fees		
Management & Case Workers		
<b>Data &amp; Collection &amp; Evaluation</b>	\$ 67,514.00	\$ 34,779.00
HMIS License Fee & Technical Support		
Management & Case Workers		
<b>Administration</b>	\$ 10,000.00	\$ 5,000.00
Subtotal HPRP Budget Amt:	\$526,014.00	\$201,779.00
<b>Total HPRP Agreement &amp; Budget Amt:</b>	\$727,793.00	
<b>Amount funds Available:</b>	\$727,793.00	

Approval of agreement is recommended.

**Please initial for approval:**

Legal Counsel \_\_\_\_\_ Budget \_\_\_\_\_ Human Resources \_\_\_\_\_  
Dept./Fund No. \_\_\_\_\_ Amt. Expended: \$ \_\_\_\_\_ Funds/Staffing Budgeted: Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Account Code: \_\_\_\_\_ Impact on Future Budget: Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Comments:**

**Action taken by Commissioner's Court:**

Approved \_\_\_\_\_ Tabled \_\_\_\_\_ Denied \_\_\_\_\_ Motion made by \_\_\_\_\_ Seconded \_\_\_\_\_ Vote

**Hidalgo County HPRP Budget**  
**For the Period of October 1, 2009 thru September 30, 2012**

**Applicant Organization: Valley Initiative for Development and Advancement (VIDA)**

**RAPID RE-HOUSING PROGRAM BUDGET**

Detail of Activities by Category & Method Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
<b>A. ADMINISTRATIVE COSTS</b> (max 2% of funds requested)				
VIDA Allocation	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
<b>B. FINANCIAL ASSISTANCE</b> (breakdown by subcategory)				<b>\$ 88,000.00</b>
Rent Assistance Short Term (up to 3 mo)	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	
Rent Assistance Medium Term (4 - 18 mo)	21,600.00	10,800.00	-	
House Security Deposits	4,200.00	2,400.00	2,400.00	
Utility Deposits	3,500.00	2,000.00	2,000.00	
Utility Payments (up to 18 mo)	3,000.00	2,125.00	1,500.00	
Moving Cost Assistance	3,000.00	1,500.00	1,500.00	
Motel & Hotel Vouchers (up to 15 days)	2,925.00	1,950.00	-	
<b>TOTAL FINANCIAL ASSISTANCE</b>	<b>\$ 45,425.00</b>	<b>\$ 27,975.00</b>	<b>\$ 14,600.00</b>	
<b>C. HOUSING RELOCATION &amp; STABILIZATION SERVICES</b> (breakdown by subcategory)				<b>\$ 74,000.00</b>
Social Worker/Lead Case Manager	\$ 9,166.00	\$ 9,166.00	\$ 9,166.00	
Case Management I	6,999.00	6,999.00	6,999.00	
Outreach & Engagement/Housing Placement	7,584.00	7,584.00	7,584.67	
Credit Repair & Financial Management	917.00	917.00	916.00	
Legal Services ("Referral Only")	-	-	-	
<b>TOTAL HOUSING RELOCATION SERVICES</b>	<b>\$ 24,667.00</b>	<b>\$ 24,667.00</b>	<b>\$ 24,666.00</b>	
<b>D. DATA COLLECTION &amp; EVALUATION</b> (breakdown by subcategory)				
Data Collection & Reporting Systems (Implementation & Support Fees)	\$ 11,593.00	\$ 11,593.00	\$ 11,593.00	\$ 34,779.00
<b>TOTAL RAPID RE-HOUSING PROGRAM BUDGET</b>	<b>\$ 86,685.00</b>	<b>\$ 64,235.00</b>	<b>\$ 50,859.00</b>	<b>\$ 201,779.00</b>

**Hidalgo County HPRP Budget**  
**For the Period of October 1, 2009 thru September 30, 2012**

**Applicant Organization: Valley Initiative for Development and Advancement (VIDA)**

**HOMELESS PREVENTION PROGRAM BUDGET**

Detail of Activities by Category & Method Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
<b>A. ADMINISTRATIVE COSTS</b> (max 2% of funds requested)				
VIDA Allocation	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
<b>B. FINANCIAL ASSISTANCE</b> (breakdown by subcategory)				\$ 338,500.00
Rent Assistance Short Term (up to 3 mo)	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00	
Rent Assistance Medium Term (4 - 18 mo)	129,600.00	64,800.00	-	
House Security Deposits	6,000.00	1,800.00	1,800.00	
Utility Deposits	6,500.00	2,500.00	2,500.00	
Utility Payments (up to 18 mo)	19,038.00	10,581.00	5,956.00	
Moving Cost Assistance	5,000.00	1,500.00	1,500.00	
Motel & Hotel Vouchers (up to 15 days)	9,750.00	4,875.00	-	
<b>TOTAL FINANCIAL ASSISTANCE</b>	<b>\$ 197,488.00</b>	<b>\$ 107,656.00</b>	<b>\$ 33,356.00</b>	
<b>C. HOUSING RELOCATION &amp; STABILIZATION SERVICES</b> (breakdown by subcategory)				\$ 110,000.00
Social Worker/Lead Case Manager	\$ 17,166.00	\$ 17,166.00	\$ 17,166.00	
Case Management I	9,166.00	9,166.00	9,166.00	
Outreach & Engagement/Housing Placement	8,501.00	8,501.00	8,501.00	
Credit Repair & Financial Management	1,833.00	1,833.00	1,835.00	
Legal Services ("Referral Only")	-	-	-	
<b>TOTAL HOUSING RELOCATION SERVICES</b>	<b>\$ 36,666.00</b>	<b>\$ 36,666.00</b>	<b>\$ 36,667.00</b>	
<b>D. DATA COLLECTION &amp; EVALUATION</b> (breakdown by subcategory)				
Data Collection & Reporting Systems (Implementation & Support Fees)	\$ 22,504.67	\$ 22,504.67	\$ 22,504.66	\$ 67,514.00
<b>TOTAL HOMELESS PREVENTION PROGRAM BUDGET</b>	<b>\$ 266,658.67</b>	<b>\$ 166,826.67</b>	<b>\$ 92,528.66</b>	<b>\$ 526,014.00</b>

Grant No: \_\_\_\_\_

Official Contact Person:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Unit of Government no. (if applicable): \_\_\_\_\_

DUNS No.: \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM  
GRANT FUNDS**

**THIS IS AN AGREEMENT, by and between**  
\_\_\_\_\_  
(hereinafter the "Grantee") and  
\_\_\_\_\_, having its principal office at  
\_\_\_\_\_ (hereinafter the "Subrecipient") for  
the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the  
amount of \$ \_\_\_\_\_, pursuant to County Commissioners' Court  
resolution dated \_\_\_\_\_.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homeless Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

## GRANTEE STANDARD CONTRACT/GRANT BOILER PLATE

### 1. General Standard Contract/Grant Boiler Plate

a. **Rules and Regulations** – The Subrecipient agrees to cooperate with the Entity in respect to the implementation of the Homelessness Prevention and Rapid Re-housing (HPRP) activities to be carried out by Subrecipient pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state Entity that may legally exercise the jurisdiction over expenditures of the HPRP funds.

b. **Statement of Work** - Subrecipient agrees to perform services as outlined in **Exhibit A : Statement of Work**, of this Agreement for and in consideration of HPRP funding in the amount of \$ \_\_\_\_\_ enumerated in **Exhibit B Budget** and **Exhibit C : Payment Schedule**.

Subrecipient agrees to notify Entity in writing of any changes in its Statement of Work, Grant Budget and Payment Schedule. Subrecipient shall obtain approval in writing from Entity prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

Entity shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

Subrecipient agrees to follow the schedule outlined in **Exhibit E : Schedule of Activity** and shall notify Entity of any changes, delays or departures from the schedule. If the Subrecipient demonstrates that delays or departures from the schedule is due to circumstances beyond its control, Entity and Subrecipient may amend such Schedule of Activity within the time frame established by this Agreement.

c. **Records and Reports** - Subrecipient agrees to maintain records and reports as outlined in **Exhibit D: Records and Reports** and agrees to make those records and reports available to the Entity, HUD, and any other local, state, or federal entity or authority that may exercise jurisdiction over expenditures of HPRP funds.

d. **Monitoring Visits** –Subrecipient agrees that Entity shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40(a).

**e. Payment Requests and Program Income**

Subrecipient agrees to allow Entity to account for all program income from any HPRP funded activity covered under this agreement. Failure of the Subrecipient to report program income as required, shall cause Entity to require all program income to be recovered by the Entity.

**f. Religious Activities** - The Subrecipient and Entity both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities as described in 24 CFR Par 576.23.

**g. Other Program Requirements** - Subrecipient agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57. Subrecipient further agrees to approve and attach hereto a formal process to be established by Subrecipient for terminating assistance to an individual or family.

**h. Uniform Administrative Requirements** - Subrecipient agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bond and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards and Procurement Standards can be found in the text of the main documents of said OMB Circular.

**i. Audit Requirements** - Subrecipient agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-profit organizations.

Subrecipient agrees to furnish Entity a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. However, if Subrecipient expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, Subrecipient must, within nine (9) months from the end of the fiscal year, supply Entity with an audit of revenues and expenditures conducted by a certified public accountant. If the Subrecipient expends less than \$500,000 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt Subrecipient, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, Subrecipient

agrees to cooperate with Entity relating to any inquires regarding the audit and Subrecipient acknowledges that a Financial Audit shall be provided to Entity at the expense of the Subrecipient. Audit shall be available to Entity staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR 85.42.

**j. Indemnity Clause** - Subrecipient agrees to hold Entity harmless from and indemnify Entity for and defend Entity against any and all claims brought against Entity by employees or officers of Subrecipient or brought by any third person arising in any manner directly or indirectly from Subrecipient programs, activities or events conducted pursuant to this Agreement.

Subrecipient shall acquire, maintain and furnish to Entity a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and service under the contract agreement with limits of not less than \$300,000 per occurrence, \$300,000 aggregate covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet Subrecipient's duty of indemnification under this paragraph.

**k. 24 CFR 576** - Subrecipient and Entity agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes.

**l. Legal Action and Venue** - The Subrecipient agrees to notify the Entity when a problem arises that may lead to legal action or claim against the Subrecipient. The Subrecipient agrees to furnish to the Entity and information with respect to such action or claim. The Subrecipient agrees not to take any action with respect to any legal action or claim sought against the Subrecipient without the advice and consent of the Entity.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusive in Hidalgo County.

**m. Miscellaneous Provisions** – Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**Entire Agreement** – This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executive by Entity and Subrecipient, and not otherwise.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice-** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

n. **Authority to Execute.** The execution and performance of this Agreement by Entity and Subrecipient have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Entity and Subrecipient in accordance with its terms.

## **PROJECT DESCRIPTION AND SCOPE OF SERVICES**

### **II. Project Description**

Homelessness Prevention and Rapid Re-Housing (HPRP) assistance is provided to rapidly transition program participants to housing stability, either through their own means or through public assistance, as appropriate. Funding provided under HPRP is not intended to provide long-term support, nor will it be able to address all of the financial and supportive service needs of individuals and families. Subrecipients may only use HPRP funds for eligible activities approved in their application and incorporated in this agreement. The Subrecipient is required to implement HPRP-funded project activities in accordance with established policies and procedures.

#### **a. Project Budget**

An approved budget is incorporated in this agreement as Exhibit B. In addition, the Grantee may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

**b. Scope of Services and Eligible Activities**

The Subrecipient will be responsible for administering HPRP Year 2009 homelessness prevention and/or rapid re-housing activities identified by the Grantee. The Subrecipient will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in the HPRP Notice. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. **Financial Assistance** – Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel and hotel vouchers.
2. **Housing Relocation and Stabilization Services** – Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements, legal services to help people stay in their homes, and credit repair.
3. **Data Collection:** The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. Evaluation is also an eligible costs if the Grantee or Subrecipient is asked by HUD to participate in HUD-sponsored research and evaluation.
4. **Administration:** Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.

**c. Eligible Participants**

Persons receiving HPRP assistance must be eligible participants per criteria prescribed in the HPRP Notice of Allocations dated March 19, 2009. The Subrecipient agrees to establish appropriate measures to ensure and document that only eligible persons are served.

**d. Goals and Objectives**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards provided in the Subrecipient's application and approved

by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct sub-standard performance is not taken by the Subrecipient within \_\_\_(##) days after being notified by the Grantee, the contract may be terminated and all funding halted. In such cases, the Subrecipient must return any unused funds promptly.

**e. Implementation Schedule**

Unless amended by mutual written agreement of the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

Task/Milestone	Due Date

**f. Staffing and Personnel**

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

**GENERAL CONDITIONS**

**III. General Conditions**

**a. Data Collection and Evaluation**

HPRP Subrecipients are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS in an electronic data collection system that facilitates the collection of information on person who are homeless or at risk of becoming homeless, and is managed and operated locally. HUD revised the HMIS

technical and data standards in a notice published May 8, 2009. Subrecipients are required to review this notice and ensure these revised data standards are implemented in HMIS specifically for HPRP participants as applicable. The local HMIS contact person for your program is \_\_\_\_\_ **who can be reached at** \_\_\_\_\_.

**b. Reports**

Subrecipients are required to submit Quarterly Performance Reports on outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in Exhibit C shall be used by the Subrecipient to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. \_\_\_\_\_(number of copies of the quarterly reports) shall be submitted to \_\_\_\_\_ (name and email or regular mail address of person to receive for quarterly report) by the \_\_\_\_ (#th) day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data.

An Annual Performance Report will also be required within \_\_\_\_ days of the end of each federal fiscal year. This first annual performance report is due \_\_\_\_\_, 2010.

**c. Administrative Requirements**

**i. Financial Management**

If the Subrecipient is a non-profit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls. And maintain required source documentation for all cost incurred.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and OMB Circular A-87 apply.

**ii. Recordkeeping and Retention**

The Subrecipient agrees to maintain all records required by the HPRP Notice, including:

- Records documenting that HPRP activities are eligible
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness

- Records documenting that each participant received an intake interview
- If applicable, records documenting that persons receiving assistance for longer than three months, were recertified at three month intervals
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities, relating to HPRP expenditures and draw requests
- Any other records necessary to demonstrate compliance with HPRP Notice and ARRA

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**iii. Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

**iv. Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions

required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. 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 Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

v. **Procurement**

The Subrecipient shall comply with the procurement policies and requirements of the \_\_\_\_\_(State), \_\_\_\_\_(locality, if applicable) and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

d. **Costs Incurred Prior to Grant Agreement Execution**

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

e. **Fund Disbursement**

The Subrecipient may request reimbursement as frequently as once a month, but in no case less than once a quarter, by submitting the attached for with a budget which details itemized HPRP expenditures by activity and cost categories. **ALL HPRP funds must be requested on the Draw Request Form (See Exhibit J).** No funds will be disbursed until all required reports and substantiating documentation are submitted.

f. **Reallocation of funds, Termination, Suspension, Conditions**

If, due to any cause, the Subrecipient fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least \_\_\_\_\_(3) days prior to such action. In the cast of Agreement violations by the Subrecipient, the Grantee may request that all or some of the grant funds be returned even if the Subrecipient has expended the funds. The request will be made in writing. The Subrecipient agrees to return such funds as requested by the Grantee within \_\_\_\_\_ days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the Subrecipient in writing and mailed to the following:

**Name:**  
**Address: Street**  
**Address: City, State, Zip**

**g. Subsequent Contracts**

The Subrecipient shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Subrecipient. Any contractor or subcontractor which is not part of the Subrecipient shall comply with all the lawful requirements of the Application necessary to insure that the project for which assistance is being provided under this Agreement is carried out in accordance with the Subrecipient's Assurances and Certifications (**See Exhibit K**).

**h. Budget Revisions/Amendments**

The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- The Subrecipient has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

**i. Conflict of Interest**

In addition to the conflicts of interest requirements in 24 CFR Part 85 for Subrecipients that are governmental entities, Subrecipients that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of HPRP funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such

activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

**j. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this agreement.

**EFFECTIVE DATE**

The effective date of this contract shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2009, such date being the date the County Commissioners' Court approved entered into this Agreement with Subrecipient . and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**Director**

**Executing Official**

**Subrecipient Firm Name:**

**Address:**

**Fed. I.D.# or Soc. Sec.#:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS        }

COUNTY OF HIDALGO    }

\_\_\_\_\_, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application and the statements therein contained are true.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Signature

**Witness:**

**COUNTY OF HIDALGO  
URBAN COUNTY PROGRAM**

\_\_\_\_\_  
**Diana R. Serna, UCP Ex. Director**

**EXHIBITS**

**IV. Exhibits**

- a. Statement of Work
- b. Approved Budget
- c. Payment Schedule
- d. Records and Reports
- e. Schedule of Activity
- f. Approved HPRP Budget
- g. Policies & Procedures
- h. Quarterly Performance Report
- i. Annual Performance Report
- j. Drawdown Request
- k. Assurances and Certifications

**Exhibit B: Approved Budget**

HPRP Budget Summary Template			
	Homelessness Prevention	Rapid Re-Housing	Total Budgeted Amount
Financial Assistance	\$	\$	\$
Housing Relocation And Stabilization Services	\$	\$	\$
Subtotal	\$	\$	\$
Data Collection and Evaluation	\$	\$	\$
Administration	\$	\$	\$
Total HPRP Budget	\$	\$	\$

## Exhibit K

- **Uniform Administrative Requirements** - All Subrecipients receiving funds under HPRP shall be subject to the requirements of 24 CFR Part 85. Non-profit subrecipients shall be subject to the requirements of 24 CFR Part 84.
- **Certification of Approval of Local Government** – Non-profit applicants for HPRP funds must submit evidence of approval by the local government authorizing the applicant to administer HPRP programs in its area.
- **Coordination with Local Continuum of Care (CoC)** – Subrecipients are required to coordinate HPRP activities with the CoC.
- **Confidentiality** – Each HPRP subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.
- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.
- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Point Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through HPRP.
- **Nondiscrimination and Equal Opportunity Requirements** – Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).
- **Fair Housing** – Under section 808(e) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

- **Drug-free Workplace** – The Drug-Free Workplace Act of 1998 and HUD’s implementing regulations at 24 CFR part 21 apply to HPRP.
- **Anti-Lobbying** – The disclosure requirements and prohibitions of section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990, and implementing regulations at 24 CFR part 87, apply to HPRP.
- **Habitability Standards** – Subrecipients providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Submit inspection form and/or habitability standard.