

STATE OF TEXAS

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COUNTY OF HIDALGO

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**SUBRECIPIENT AGREEMENT
FOR HIDALGO COUNTY URBAN COUNTY PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM –
AMERICAN RESCUE PLAN (HOME-ARP)**

SUBRECIPIENT: _____

PROJECT: _____

This Subrecipient Agreement (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between the **COUNTY OF HIDALGO**, Urban County Program, a political subdivision of the State of Texas (hereinafter referred to as the “County” or “Participating Jurisdiction”), and **SUBRECIPIENT NAME**, a Texas nonprofit organization (hereinafter referred to as the “Subrecipient”), for the administration of HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds.

RECITALS

WHEREAS, the County is a Participating Jurisdiction that receives HOME-ARP funds from the U.S. Department of Housing and Urban Development (HUD) under the American Rescue Plan Act of 2021 (P.L. 117-2) to provide homelessness assistance and supportive services; and

WHEREAS, the County has determined it will use HOME-ARP funds (FAIN: M21-UP480501) for eligible Supportive Services to assist Qualifying Populations as defined in HUD Notice CPD-21-10; and

WHEREAS, the Subrecipient has represented that it is qualified, staffed, and equipped to administer these services and agrees to comply with all applicable requirements of HOME-ARP, including HUD Notice CPD-21-10, 24 CFR Part 92, 2 CFR Part 200, and all other applicable federal, state, or local laws and regulations;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the County and the Subrecipient do mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Subrecipient will administer HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds provided by the County to deliver eligible supportive services.

HOME-ARP funds are intended to primarily benefit individuals and families in qualifying populations, as defined by HUD Notice CPD-21-10, by providing services that assist households in obtaining and maintaining stable housing and preventing homelessness.

II. SCOPE OF WORK AND PROGRAM ACTIVITIES

A) Subrecipient Role

The Subrecipient is a public agency or nonprofit organization selected by the County to administer a portion of the HOME-ARP Program. The Subrecipient shall carry out all activities in accordance with this Agreement, HUD Notice CPD-21-10, 24 CFR Part 92, 2 CFR Part 200, and all applicable federal, state, and local requirements.

B) Qualifying Populations (QPs) & National Objective

All activities funded under this Agreement must benefit individuals and families in the Qualifying Populations defined by the McKinney-Vento Homeless Assistance Act and HUD Notice CPD-21-10. Detailed definitions of these populations are provided in Exhibit F.

The Subrecipient shall ensure that all program participants meet applicable eligibility requirements and shall maintain documentation to support eligibility determinations in accordance with HOME-ARP requirements. Failure to verify and document qualifying population eligibility in accordance with HOME-ARP requirements may result in disallowed costs and repayment of HOME-ARP funds.

C) Eligible Supportive Services

The Subrecipient shall provide one or more of the following three categories of HOME-ARP Supportive Services, as specifically detailed in Exhibit A:

1. McKinney-Vento Supportive Services: Services adapted from section 401(29) of McKinney-Vento.
2. Homelessness Prevention Services: Services adapted from 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106.
3. Housing Counseling Services: Services consistent with 24 CFR 5.100 and 5.111, provided only by HUD-certified counselors/organizations.

All services provided must be necessary to assist the program participant to regain stability in permanent housing or to move into other permanent housing.

D) Project Description and Scope of Services

The Subrecipient shall utilize HOME-ARP funds to provide eligible supportive services to qualifying populations, as described in Exhibit A (Statement of Work).

All activities must meet HOME-ARP eligibility requirements, align with the County's HOME-ARP Allocation Plan, and be delivered in a manner satisfactory to the County and consistent with applicable program standards.

The Subrecipient agrees to perform all supportive services in accordance with:

- Exhibit A (Statement of Work);
- Exhibit B-1 (Grant Budget);
- Exhibit B-2 (Payment Schedule); and
- Exhibit C (Schedule of Activity),

all of which are incorporated herein by reference.

The Subrecipient shall obtain prior written approval from the County for any proposed changes to the Statement of Work, budget, payment schedule, or project timeline.

The County shall not be liable for costs incurred or services performed prior to the execution or after termination of this Agreement.

E) Project Timeline and Term

All funds provided under this Agreement must be fully expended by the September 30, 2030 federal deadline.

The Subrecipient shall provide supportive services beginning on the date of the Notice to Proceed and continuing through the approved project period identified in Exhibit A, unless the Agreement is terminated earlier or all HOME-ARP funds awarded under this Agreement are fully expended.

This Agreement shall terminate upon the earliest of:

1. September 30, 2030;
2. the expiration of the approved project period identified in Exhibit A;
3. the full expenditure of HOME-ARP funds awarded under this Agreement; or
4. earlier termination in accordance with the provisions herein.

Notwithstanding the termination of this Agreement, all records pertaining to activities funded under this Agreement must be maintained for five (5) years after the final grant closeout between the County and HUD.

III. PROGRAM REQUIREMENTS FOR SUPPORTIVE SERVICES

A) Income Determination

When applicable, the Subrecipient shall determine income eligibility in accordance with 24 CFR 92.203(a)(1), using the annual income definition at 24 CFR 5.609. The most current HUD-published Area Median Income (AMI) limits must be used at the time of income determination. Current income limits are provided in Exhibit G and are subject to annual updates by HUD.

B) Preferences and Waitlist

The County will not impose preferences among qualifying populations or subpopulations.

However, the County may allow project-specific eligibility limitations for supportive services that exclusively serve individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking (Qualifying Population 3, or “QP3”). This limitation is consistent with best practices for ensuring participant safety and providing specialized services to this population.

No otherwise eligible individuals or families that meet the definition of QP3 may be excluded from projects utilizing this limitation.

The Subrecipient shall establish and maintain a waitlist, as applicable, for each supportive service funded under this Agreement. All qualifying individuals and families must have an opportunity to apply for placement on the waitlist and shall be served in chronological order, to the extent practicable. The Subrecipient shall maintain a written policy for waitlist management that ensures fair and consistent treatment of all applicants in accordance with Fair Housing laws.

C) Service Area Limitations and Cost Allocation

The Subrecipient shall use HOME-ARP funds awarded under this Agreement solely to provide supportive services to individuals and families residing within the Hidalgo County Urban County Program (UCP) jurisdiction, which includes: Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City, Weslaco, and the four (4) County Precincts. This jurisdiction does not include entitlement communities such as McAllen, Mission, Edinburg, and Pharr.

The Subrecipient may administer non-HOME-ARP funded services outside the UCP jurisdiction; however, HOME-ARP funds provided under this Agreement shall not be used to pay for services delivered to individuals residing outside the UCP jurisdiction.

If the Subrecipient administers services across multiple jurisdictions or funding sources, the Subrecipient shall:

1. Maintain documentation verifying the residency of each individual or household served; and
2. Ensure that all costs are properly allocated to the appropriate funding source based on participant residency and the jurisdiction providing the funds.

The Subrecipient shall implement and maintain financial management and recordkeeping systems sufficient to support eligibility determinations and cost allocation in accordance with HOME-ARP requirements and 2 CFR Part 200.

Failure to comply with these requirements may result in disallowed costs and repayment of HOME-ARP funds.

D) Prohibited & Ineligible Costs

The Subrecipient shall ensure that HOME-ARP funds are not used to provide duplicative assistance. The Subrecipient shall not provide supportive services or financial assistance to a program participant if the same type of assistance is being provided by another public or private source for the same period of time.

The Subrecipient shall not charge program participants any fee for the costs of administering the HOME-ARP Program or for activities funded under this Agreement.

Any HOME-ARP financial assistance provided under this Agreement shall be paid directly to the third-party landlord, utility provider, moving company, or other approved vendor, as applicable. Under no circumstances shall HOME-ARP financial assistance be paid directly to program participants.

Additionally, HOME-ARP funds shall not be used to provide financial assistance to individuals who have received replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or Section 104(d) of the Housing and Community Development Act of 1974, for the same period of assistance.

E) Termination of Assistance

The Subrecipient shall establish and implement a formal process for termination of assistance that complies with the due process requirements, including at a minimum:

1. Providing the participant with a written copy of the program rules and the termination process at intake;
2. Written notice to the participant containing a clear statement of the reasons for termination;
3. A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
4. Prompt written notice of the final decision.

The Subrecipient shall ensure effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations and shall provide meaningful access for persons with limited English proficiency.

IV. BUDGET AND FINANCIAL TERMS

A) Award Amount and Reimbursement

For the performance of supportive services under this Agreement, the County shall reimburse the Subrecipient an amount not to exceed \$[TOTAL AWARD AMOUNT] (the “Award Amount”).

The Award Amount constitutes reimbursement for eligible costs incurred in the delivery of HOME-ARP supportive services, as described in Exhibit B-1 (Grant Budget), and shall not be considered a lump-sum payment.

The Subrecipient may begin incurring reimbursable costs only upon receipt of a written Notice to Proceed from the County. The Notice to Proceed is contingent upon full execution of this Agreement and completion of any required environmental review.

All reimbursements are subject to the availability of HOME-ARP funds from the U.S. Department of Housing and Urban Development (HUD). The County shall not be obligated to make payments from any other funding source. In the event that HOME-ARP funds are reduced, suspended or terminated, the County may reduce, suspend, or terminate this Agreement without penalty or liability beyond payment for eligible costs incurred prior to the effective date of such action. No costs incurred prior to the issuance of the County’s written Notice to Proceed shall be eligible for reimbursement under this Agreement.

B) Allowable Costs

Reimbursement shall be limited to allowable costs that are necessary, reasonable, directly related to approved supportive services, and supported by adequate documentation. All costs must comply with HUD Notice CPD-21-10, 24 CFR Part 92, and 2 CFR Part 200, Subpart E (Cost Principles).

C) Budget Documentation and Oversight

The Subrecipient shall adhere to the Grant Budget in Exhibit B-1 and shall provide any additional budget detail or supporting documentation requested by the County. The County reserves the right to require more detailed budget information in a format deemed necessary for monitoring and compliance.

D) Budget Amendments

The Subrecipient may request amendments to the approved budget; however:

1. Budget amendments are limited to two (2) per Agreement term; and
2. All amendments must be submitted in writing and approved by the County prior to implementation.

E) Match Requirement

There is no match requirement for HOME-ARP funds under this Agreement.

F) Payment Requests and Supporting Documentation

The Subrecipient shall request reimbursement of HOME-ARP funds only for eligible costs incurred and only in amounts necessary to meet immediate payment obligations. All reimbursement requests must align with the approved Grant Budget in Exhibit B-1 and be consistent with actual project performance.

All requests for reimbursement shall be submitted on a monthly basis, using forms approved by the County, and must include complete and verifiable supporting documentation for all expenditures, as described in Exhibit D. Each request must be accompanied by one (1) set of verifiable supporting documentation (e.g., invoices, timesheets). All checks used for reimbursement must have cleared the banking institution. With prior approval from the UCP Director, pending cancelled checks may be submitted within thirty (30) days of the check date.

The Subrecipient shall submit a final reimbursement request and all required supporting documentation to the County no later than thirty (30) calendar days prior to the federal HOME-ARP expenditure deadline or such earlier deadline established by the County to ensure timely processing and expenditure of HOME-ARP funds.

The Subrecipient shall comply with all administrative procedures and documentation requirements established by the County, including those set forth in Exhibit E (Requests for Payment).

Payments may be contingent upon the County's determination that the Subrecipient's financial management system meets the requirements of 2 CFR Part 200.302.

G) Non-Appropriations and Funding Flow-Down

The Subrecipient shall include a non-appropriations or funding-availability provision in any contract, subcontract, or agreement funded under this Agreement stating that payment and performance are contingent upon the continued availability of HOME-ARP funds. Such provision shall further state that neither the County nor the Subrecipient shall be held liable for costs, claims, damages, or obligations resulting from the reduction, suspension, or termination of HOME-ARP funding.

V. SUBRECIPIENT RESPONSIBILITIES AND FEDERAL COMPLIANCE

A) General Compliance

The Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and requirements governing the use of HOME-ARP funds, including but not limited to HUD Notice CPD-21-10, 24 CFR Part 92, and 2 CFR Part 200, as may be amended from time to time.

The Subrecipient agrees that all funds provided under this Agreement shall be used to supplement and not supplant funds otherwise available for the same purposes.

B) System for Award Management (SAM) and Federal Reporting

The Subrecipient shall maintain an active registration in the System for Award Management (SAM) for the duration of this Agreement and shall provide any information requested by the County necessary to comply with the Federal Funding Accountability and Transparency Act (FFATA) and other federal reporting requirements.

C) Debarment and Suspension

The Subrecipient shall not enter into any contract or agreement with any individual or entity that is debarred, suspended, or otherwise excluded from participation in federally funded programs and certifies that it is not presently debarred or suspended.

D) Standards of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees, officers, and agents engaged in the administration of this Agreement. The Subrecipient shall also maintain written policies and procedures governing program operations, financial management, eligibility determinations, and recordkeeping, and shall make such policies available to the County upon request.

E) Prohibited Activities

The Subrecipient shall ensure that no funds provided under this Agreement, nor any personnel funded under this Agreement, are used for political activities, lobbying, or inherently religious activities prohibited under applicable federal law.

F) Direct Project Supervision and Cost Overruns

The Subrecipient shall be responsible for the direct supervision, administration, and performance of all activities funded under this Agreement. The Subrecipient shall be responsible for the acts, errors, omissions, or negligence of its officers, employees, agents, contractors, or subcontractors.

The County shall not be liable for cost overruns or additional costs incurred by the Subrecipient. The County shall have no obligation to provide additional funding beyond the Award Amount stated in this Agreement. Any costs exceeding the approved budget, or costs determined to be ineligible, shall be the sole responsibility of the Subrecipient.

G) County Recognition

The Subrecipient shall acknowledge the role of the County and the Hidalgo County Urban County Program in providing HOME-ARP funds for activities carried out under this Agreement. Any publications, outreach materials, public notices, or other materials funded in whole or in part with HOME-ARP funds shall include reference to the County's support, in a form approved by the County.

H) Independent Contractor

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship between the County and the Subrecipient. The Subrecipient shall at all times remain an independent contractor and shall be solely responsible for all wages, salaries, benefits, taxes, insurance, workers' compensation, and other obligations related to its employees, officers, agents, contractors, or subcontractors.

Failure to comply with any provision of this Agreement or applicable HOME-ARP requirements may result in corrective action, disallowance of costs, repayment of funds, suspension of activities, or termination of this Agreement, as determined by the County.

VI. COUNTY RESPONSIBILITIES

A) Administrative Control

The County shall retain administrative control necessary to meet HUD requirements for the HOME-ARP Program. The County's responsibilities include making HOME-ARP funds available to the Subrecipient in accordance with this Agreement, reviewing reimbursement requests, monitoring performance and compliance, and submitting required reports to HUD.

B) Monitoring and Oversight

The County may monitor the Subrecipient's performance, financial management, recordkeeping, and compliance with applicable HOME-ARP requirements. County monitoring may include desk reviews, onsite reviews, review of participant files, review of financial records, and any other review deemed necessary by the County.

C) Reporting to HUD

The County shall be responsible for submitting reports to HUD that are required of the Participating Jurisdiction. The Subrecipient shall provide the County with all information necessary for the County to complete such reporting.

VII. ADMINISTRATIVE AND FINANCIAL MANAGEMENT

A) Financial Management Systems

The Subrecipient shall maintain financial management systems in accordance with 2 CFR Part 200.302. Such systems must provide for effective control over and accountability for all funds, property, and other assets. The Subrecipient must ensure that HOME-ARP funds are identified and accounted for separately from other funding sources to prevent commingling. All accounting records must be supported by source documentation (e.g. cancelled checks, paid bills, payrolls, time and attendance records, and contract/award documents) that clearly demonstrates the eligibility of the expense under HUD Notice CPD-21-10.

B) Internal Controls & Audits

The Subrecipient shall establish and maintain effective internal controls over the HOME-ARP award in accordance with 2 CFR Part 200.303 to provide reasonable assurance that the program is managed in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement.

If the Subrecipient expends \$1,000,000 or more in federal awards during its fiscal year, it shall have a single or program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. The Subrecipient shall provide a copy of any required audit report to the County within thirty (30) days of issuance.

C) Allowable Costs & Cost Principles

All costs charged to this Agreement must be necessary, reasonable, and allocable. The Subrecipient shall adhere to the Cost Principles set forth in 2 CFR Part 200 Subpart E. Any expenditure determined by the County or HUD to be ineligible for reimbursement under these standards shall be repaid by the Subrecipient using non-federal funds.

D) Procurement

The Subrecipient shall comply with procurement standards set forth in 2 CFR Part 200 Subpart D. Procurement activities shall be conducted in a manner providing full and open competition and shall adhere to written procurement procedures and conflict of interest standards. The Subrecipient must maintain records sufficient to detail the history of procurement, including the rationale for the method of procurement and the basis for the contract price.

E) Duplication of Benefits

The Subrecipient shall implement procedures to ensure that HOME-ARP funds are not used to provide assistance that duplicates benefits received from other federal, state, local, or private sources for the same purpose and time period.

F) Program Income

Program Income is not anticipated under this Agreement. However, should any Program Income be generated, the Subrecipient must report such income to the County. Program Income shall be remitted to the County in accordance with 24 CFR 92.503 and HUD Notice CPD-21-10.

G) Subcontracts

The Subrecipient shall not enter into any subcontract or agreement for the performance of activities funded under this Agreement without prior written approval from the County. Any approved subcontract shall include all applicable provisions of this Agreement and all applicable HOME-ARP, federal, state, and local requirements.

The Subrecipient shall remain fully responsible for the performance of any contractor or subcontractor and shall monitor all subcontracted activities to ensure compliance. Executed

copies of subcontracts and documentation of the selection process shall be provided to the County upon request.

VIII. RECORDKEEPING, REPORTING, AND MONITORING

A) Recordkeeping Requirements

The Subrecipient shall maintain complete and accurate records required by 24 CFR 92.508 and HUD Notice CPD-21-10 and sufficient to demonstrate compliance with HOME-ARP requirements and to withstand audit, monitoring, and review by the County, HUD, or other authorized entities. Such records shall include, but are not limited to, documentation of participant eligibility, qualifying population verification, services provided, expenditures, and compliance with civil rights requirements.

Records must be retained for a period of five (5) years after the final grant closeout between the County and HUD. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all findings have been resolved.

B) Qualifying Population (QP) Documentation

The Subrecipient shall maintain source documentation for **every** individual or family assisted, verifying their status in one of the four HOME-ARP Qualifying Populations at the time of intake. Documentation shall follow the preferred order established in HUD Notice CPD-21-10, consisting of third-party verification, intake worker observation, and self-certification, in that order.

The Subrecipient acknowledges that the absence of qualifying population eligibility documentation for any beneficiary may result in a one hundred percent (100%) disallowance of costs associated with that participant.

C) Reporting & Performance Data

The Subrecipient shall submit monthly performance and financial reports to the County in a format prescribed by the County. Reports shall include unduplicated beneficiary data, including race, ethnicity, household characteristics, and other demographic information required for reporting in the Integrated Disbursement and Information System (IDIS) and for the County's Consolidated Annual Performance and Evaluation Report (CAPER).

D) Right to Monitor and Access

The County reserves the right to conduct desk and on-site monitoring of the Subrecipient's program and financial records. The Subrecipient shall provide full access to all records, files, and program activities to the County, HUD, and any other authorized federal, state, or local oversight entity upon reasonable notice.

If deficiencies are identified, the Subrecipient shall take corrective action within the timeframe established by the County. Failure to do so may result in repayment of funds, suspension, or termination of this Agreement.

IX. CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL OPPORTUNITY

A) Compliance with Civil Rights Laws

The Subrecipient shall comply with all applicable federal civil rights laws and their implementing regulations, including but not limited to: Title VI of the Civil Rights Act of 1964 (prohibiting discrimination based on race, color, or national origin); The Fair Housing Act (prohibiting discrimination in housing based on race, color, religion, sex, familial status, national origin, or disability); Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination based on disability); the Americans with Disabilities Act (ADA); and the Age Discrimination Act of 1975.

B) Nondiscrimination & Equal Access

The Subrecipient shall ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with HOME-ARP funds. In accordance with 24 CFR 5.105(a)(2), the Subrecipient must provide equal access to programs without regard to actual or perceived sexual orientation, gender identity, or marital status.

C) Affirmatively Furthering Fair Housing (AFFH)

The Subrecipient shall affirmatively further fair housing in its administration of HOME-ARP supportive services. This includes taking meaningful actions to overcome patterns of segregation and fostering inclusive communities free from discrimination. The Subrecipient shall maintain records of its efforts to reach “least likely to apply” populations within the identified Qualifying Populations.

D) Accessibility and Language Access (LEP)

The Subrecipient shall provide reasonable accommodations for individuals with disabilities to ensure equal access to all services. Furthermore, the Subrecipient shall take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP), including the provision of oral interpretation and written translation of “vital documents” when necessary, at no cost to the participant.

E) Faith-Based Activities

The Subrecipient shall comply with the requirements of 24 CFR 92.257 regarding the use of HOME-ARP funds by religious organizations. Specifically, the Subrecipient may not engage in inherently religious activities, such as worship or proselytization, as part of the programs or services funded under this Agreement.

F) Violence Against Women Act (VAWA) Protections

The Subrecipient shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR Part 5, Subpart L. The Subrecipient shall ensure that no individual is denied assistance or terminated from a program on the basis that the applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient shall maintain the confidentiality of victims and, where applicable, implement an Emergency Transfer Plan as required by HUD Notice CPD-21-10.

X. CONFLICT OF INTEREST

A) General Requirements

The Subrecipient shall comply with the conflict of interest requirements set forth in 24 CFR 92.356 and the Uniform Administrative Requirements at 2 CFR Part 200.318. The Subrecipient shall maintain a written code of conduct governing the performance of its employees engaged in the award and administration of contracts.

B) Prohibited Conflicts

No “covered person” who exercises or has exercised any functions or responsibilities with respect to HOME-ARP-assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from a HOME-ARP assisted activity. This prohibition applies to the person, their immediate family, and their business ties during their tenure and for one (1) year thereafter.

Covered Persons include any employee, agent, consultant, officer, or elected/appointed official of the County or the Subrecipient.

C) Disclosure and Exceptions

The Subrecipient must immediately disclose any potential or actual conflict of interest to the County in writing. The County will review the disclosure and, if deemed appropriate, may request an exception from HUD in accordance with 24 CFR 92.356(d). No action that would create a conflict may be taken until a formal waiver or exception is granted in writing.

D) Organizational Conflicts of Interest

The Subrecipient shall comply with all applicable conflict of interest requirements set forth in HUD Notice CPD-21-10, 24 CFR 92.356, and 2 CFR Part 200. The Subrecipient shall administer all HOME-ARP activities in a manner that avoids organizational conflicts of interest and ensures participant choice, impartial service delivery, and compliance with applicable HOME-ARP requirements and HUD guidance.

The Subrecipient shall not condition the receipt of HOME-ARP supportive services or financial assistance upon a program participant’s agreement to reside in a housing unit or facility owned,

managed, operated, or controlled by the Subrecipient, its parent organization, subsidiary, or other affiliated entity.

Any provision of HOME-ARP financial assistance to a participant residing in housing owned, managed, operated, or controlled by the Subrecipient, its parent organization, subsidiary, or other affiliated entity must be disclosed to the County and shall be subject to review for compliance with applicable conflict of interest and HOME-ARP requirements.

XI. INSURANCE, LIABILITY, AND INDEMNIFICATION

A) Insurance Requirements

The Subrecipient shall, at its own expense, maintain in effect at all times during the term of this Agreement the following insurance coverages with an insurance company licensed to do business in the State of Texas:

- Commercial General Liability: Minimum \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage.
- Workers' Compensation: As required by State law.
- Automobile Liability: If vehicles are used in the performance of services, with a minimum limit of \$1,000,000 combined single limit.
- Professional Liability: If applicable to the services provided (e.g. legal or medical services), with limits not less than \$1,000,000.

B) County as Additional Insured

The County shall be named as an "Additional Insured" on all liability policies. The Subrecipient shall name the County as the Certificate Holder and provide a Certificate of Insurance (COI) to the County before any HOME-ARP funds are disbursed.

C) Indemnification

The Subrecipient shall defend, indemnify and hold harmless the County and its officials, employees, and agents from and against any and all claims, damages, or liabilities arising from the Subrecipient's performance or failure to perform under this Agreement. The obligations of the Subrecipient under this Section shall survive the expiration or earlier termination of this Agreement.

XII. TERMINATION, DEFAULT, AND REMEDIES

A) Termination for Cause

The County may terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement. Events constituting material noncompliance include, but are not limited to:

1. Failure to serve identified Qualifying Populations (QPs)
2. Misuse of HOME-ARP funds or ineligible expenditures
3. Submission of false or misleading reports
4. Failure to maintain required source documentation

B) Termination for Convenience

The County may terminate this Agreement for convenience, without cause, upon thirty (30) days' written notice to the Subrecipient. In the event of such termination, the Subrecipient will be paid for eligible services rendered through the date of termination.

C) Suspension of Funds

The County may temporarily suspend the Subrecipient's authority to expend funds if there is a suspected material breach of this Agreement. During any period of suspension, the Subrecipient shall not incur any new obligations or costs without prior authorization from the County. Costs incurred during a period of suspension are ineligible for reimbursement unless expressly authorized in writing by the County.

D) Opportunity to Cure

Except in cases of fraud or immediate danger to public health or safety, the County shall provide the Subrecipient with a written notice of deficiency. The Subrecipient shall have fifteen (15) calendar days (or a period established by the County) to correct the deficiency before the County takes formal termination action.

E) Remedies and Repayment

If the Subrecipient fails to cure a deficiency, the County may:

1. Withhold future payments until compliance is achieved.
2. Disallow costs for non-compliant activities.
3. Require the repayment of funds using non-federal sources for any expenditures determined to be ineligible by the County or HUD.
4. Terminate the Agreement.

The County's exercise of any remedy under this Agreement shall not preclude the exercise of any other remedy available under applicable law or equity.

F) Reversion of Assets

Upon expiration or termination of this Agreement, the Subrecipient shall transfer to the County any HOME-ARP funds on hand and any accounts receivable attributable to the use of HOME-ARP funds. Any equipment or property acquired in whole or in part with HOME-ARP funds shall be disposed of in accordance with 2 CFR 200.311.

G) Disallowance

If HUD, the County, or any other authorized entity determines that any expenditure made under this Agreement is improper, unsupported, unreasonable, unnecessary, or otherwise ineligible, the Subrecipient shall repay the County the full amount of the disallowed cost using non-federal funds.

H) Cooperation and Notification

The Subrecipient shall immediately notify the County in writing of any actual or potential default, compliance issue, audit finding, investigation, claim, legal action, financial distress, or other circumstance that may affect the Subrecipient's ability to perform under this Agreement or comply with HOME-ARP requirements.

The Subrecipient shall cooperate fully and in good faith with the County, HUD, the HUD Office of Inspector General, the Government Accountability Office, and any other authorized entity in connection with monitoring, audits, investigations, corrective actions, closeout, or enforcement of this Agreement.

XIII. ENVIRONMENTAL REQUIREMENTS

A) Environmental Review and Notice to Proceed

In accordance with 24 CFR Part 58, no HOME-ARP funds shall be committed or expended, and no "choice-limiting actions" shall be taken, until the County has completed the required environmental review. The Subrecipient shall not incur any costs for activities under this Agreement until the County issues a formal written Notice to Proceed.

B) Prohibited Choice-Limiting Actions

The Subrecipient shall not commit or expend HOME-ARP funds for any activity subject to environmental requirements prior to the completion of the environmental review process and issuance of a written Notice to Proceed by the County.

C) Cooperation with Review

The Subrecipient shall provide the County with all necessary information regarding project sites and activities to facilitate the completion of the Environmental Review Record (ERR) in a timely manner.

XIV. MISCELLANEOUS PROVISIONS

A) Entire Agreement

This Agreement, including all attached exhibits, constitutes the entire and sole agreement between the parties and supersedes any and all prior negotiations, representations, or understandings, whether oral or written.

B) Amendments

No modification, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and executed by the authorized representatives of both the County and the Subrecipient.

C) Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

D) Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Mandatory venue for any legal action or litigation arising from this Agreement shall lie exclusively in Hidalgo County, Texas.

E) No Third-Party Beneficiaries

This Agreement is intended for the benefit of the County and Subrecipient only. No person or entity shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

F) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

G) Notices

All notices required under this Agreement shall be provided in writing in accordance with the contact information specified herein or as otherwise designated in writing by the parties.

<u>IF TO PARTICIPATING JURISDICTION:</u>	<u>IF TO SUBRECIPIENT:</u>
Hidalgo County Urban County Program	Subrecipient Name
Dr. Joel Rivera – UCP Director	_____ Name _____ - Executive Director
1916 Tesoro St	_____ Address _____
Pharr, Texas 78577	_____ City, State, Zip _____
Email: joel.rivera@co.hidalgo.tx.us	Email: _____
956-787-8127 Office	_____ Office
956-318-2988 Fax	_____ Fax

EFFECTIVE DATE

This Agreement becomes effective upon full execution by both Parties unless otherwise specified herein.

APPROVED AND SIGNED this _____ day of _____, 20____.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT

Name: _____

Address: _____

City/State/Zip: _____

Federal I.D. # : _____

DUNS #: _____

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 _____, 20____

(Seal)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Joel Rivera, Ph.D., UCP Director

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney’s Office
Toribio “Terry” Palacios

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT A
STATEMENT OF WORK

McKinney-Vento Supportive Services: McKinney Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney-Vento.

Homeless Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i of Notice 21-10.

Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.

HUD-approved Housing Counseling Agencies can be found on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hcc.

HUD has used its discretion in HOME-ARP to include eligible costs for supportive services that are necessary to assist the qualifying populations, prevent homelessness, or to enable qualifying households to obtain and maintain housing. The list of eligible costs associated with McKinney-Vento Supportive Services and Homelessness Prevention Services is in HUD CPD Notice 21-10 Section VI.D.4.C.i.

STATEMENT OF WORK

Subrecipient _____

Section I

In summary, describe the service(s) that will be provided by the agency utilizing the 2026 HOME-ARP award.

Section II

State the HOME-ARP amount awarded and name of awarding Participating Jurisdiction.

\$_____ Awarded By: Hidalgo County Urban County Program

Section III

Describe the proposed type of expenditure(s) utilizing HOME-ARP funds.

Section IV

Describe how funds will provide an increase in services or provide a new service to individuals or families who are homeless, at risk of homelessness, or in other vulnerable populations (e.g., Education services, Legal services, Housing search & counseling services, etc.)

Section V

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Section VI

List all locations (physical address) where the funded service(s) will be provided.

EXHIBIT B-1
GRANT BUDGET
As Identified through the Statement of Work
Subrecipient _____

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP.

TYPE OF SUPPORTIVE SERVICES EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

EXHIBIT B-2
PAYMENT SCHEDULE
Subrecipient _____

Subrecipient must submit a payment schedule to expend the HOME-ARP award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

Project Period For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
August 2026		
September 2026		
October 2026		
November 2026		
December 2026		
January 2027		
February 2027		
March 2027		
April 2027		
May 2027		
June 2027		
July 2027		
TOTAL:		

Note: Monthly expenditures are considered proposed and subject to change as needed by agencies reporting of services.

For projects with approved multi-year project periods extending beyond the project periods listed above, the Subrecipient shall add additional monthly rows as necessary to reflect the full project period approved in Exhibit A, provided that all HOME-ARP funds are fully expended prior to September 30, 2030.

EXHIBIT C
SCHEDULE OF ACTIVITY
SUBRECIPIENT _____

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the approved project period identified in Exhibit A.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval. The Subrecipient will be allowed up to two (2) amendments for the term of the agreement.

For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
August 2026		
September 2026		
October 2026		
November 2026		
December 2026		
January 2027		
February 2027		
March 2027		
April 2027		
May 2027		
June 2027		
July 2027		
Total for Project Period:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year

For projects with approved multi-year project periods extending beyond the months listed above, the Subrecipient shall add additional monthly rows as necessary to reflect the full project period approved in Exhibit A, provided that all HOME-ARP funds are fully expended prior to September 30, 2030.

**EXHIBIT D
RECORDS & REPORTS**

When submitting a request for reimbursement for expenses incurred, attach a cover letter summarizing the expenditures, along with the following support documentation:

- Total of HOME-ARP award being requested
- Copies of Invoices
- ALL Cancelled Checks
- Staff timesheets (if applicable)
- Other Supporting Documentation: Third-Party Verification; Intake Worker Observation, and/or Self-Certification
- HMIS Client Enrollment report
- Other comparable data reports when exempt from using HMIS system
- Income evaluation form and source documents (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statements)
- For any HOME-ARP financial assistance used for rental payments, the Subrecipient shall maintain documentation of a legally binding lease between the program participant and the property owner, unless assistance is solely for rental arrears and an enforceable oral agreement is documented in accordance with HUD Notice CPD-21-10. New leases must comply with applicable HOME-ARP lease requirements and tenant protections.

Payment requests must be submitted to Urban County by the 15th of each month.

- A Monthly Performance Report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
 - a). Period covered by Performance Report
 - b). Type of services provided
 - c). Type of Equipment/Supplies/Services Purchased
 - d). Amount of fund Expended
 - e). HMIS client data as required for HUD CAPER document reporting
 - f). Number of homeless and not homeless households assisted with supportive services, including the race and ethnicity, household size, and household type of the households assisted:
 - _____ White, non-Hispanic
 - _____ Black, non-Hispanic
 - _____ Native American
 - _____ Asian or Pacific Islander
 - _____ Hispanic
 - _____ Total
- How services provided benefit qualifying populations
- Program Income Report/Blank Statement (when applicable)
- Grant category breakdown (Ex: McKinney Vento Supportive Services \$_____, Homelessness Prevention Services \$_____, Housing Counseling services \$_____)

ALL UNSPENT HOME-ARP FUNDS WILL BE RETURNED TO THE PARTICIPATING JURISDICTION AT THE END OR TERMINATION OF THIS AGREEMENT.

Provide an annual report of activity by **July 10th** of each year the Agreement is in effect. The annual report

shall include the following:

- Facility Name:** List name, address (unless confidential) of each shelter/facility receiving HOME-ARP assistance.
- HOME-ARP Amount:** Indicate the amount of HOME-ARP assistance allocated to qualifying individual or family. It is optional whether the amount of funds for each activity type.
- Activity Types:** Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.
- Homeless Beneficiaries:** For each qualifying individual or family assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS data for other reports such as the CAPER, PIT Count, Annual Performance (AP), Consolidated Plan (ConPlan) or AHAR.

UM - Unaccompanied Men	TPF - Two Parent Families
UW - Unaccompanied Women	AC - Adult Couples without children
UFY - Unaccompanied Female Youth under 18 years of age	DK - Don't Know/Refuse
UMY - Unaccompanied Male Youth under 18 years of age	SPF - Single Parent Families

Note: If there is more than one beneficiary type, **list all with the predominant beneficiary type listed first.**

- Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people served per week? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served _____.

- Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non-Hispanic
_____ Black, non-Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

Subrecipient must maintain a file of all records and reports submitted to the Urban County Program.

Subrecipient must maintain record of qualifying populations being served (i.e. application, QP Eligibility Manual, clientele profile, etc.).

Subrecipient must maintain files of all original contract agreements, amendments, and correspondence.

Subrecipient must maintain proper financial records for HOME-ARP Program.

Subrecipient must participate in the annual Point-in-Time Count.

EXHIBIT E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **monthly** reimbursement request as approved on the Schedule of Payment hereto attached as **Exhibit B-2** (the “Schedule of Payment”) **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Requests for reimbursement submitted after the 15th day of the month, or after any alternate deadline established by the County are subject to deferral to a subsequent payment cycle at the County’s discretion.
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the Subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the Subrecipient fail to submit the corrections within the allotted time, the RFP may be returned unpaid and may require resubmission during a subsequent reimbursement cycle at the County’s discretion.
6. Subrecipient must submit the **FINAL** reimbursement request and monthly performance report to the Urban County Program no later than thirty (30) calendar days prior to the federal HOME-ARP expenditure deadline, unless otherwise directed by the County.
7. December expenditures (equipment/supplies/services) must be invoiced and paid by December 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of **monthly** reimbursement requests and/or performance reports, the County may consider remedies under Section XII (Termination, Default, and Remedies).
10. All reimbursement requests and reports submitted to Urban County must be **originals** signed with **blue ink.**
11. As provided in Section VIII.D of this Agreement, the County may conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals.
12. Reimbursement requests are processed by Urban County on a first-come, first-served basis.
13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.
14. Checks are mailed **eleven (11)** days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order, including ALL **cancelled checks.**
15. Levels of accomplishment/performance measures include person/households assisted, or meals served, and should include time frames for performance.

EXHIBIT F
QUALIFYING POPULATIONS

1. **Homeless**, as defined in [24 CFR 91.5](#) *Homeless* (1), (2), or (3):

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

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

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic

violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in [24 CFR 91.5](#) *At risk of homelessness*:

(1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(1) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in [24 CFR 5.2003](#) includes felony or misdemeanor crimes of violence committed by:

- 1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- 2) A person with whom the victim shares a child in common;
- 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
- 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in [24 CFR 5.2003](#) means violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim;
and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship;
 - b. The type of relationship; and
 - c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in [24 CFR 5.2003](#) means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in [24 CFR 5.2003](#) means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person's individual safety or the safety of others; or
- 2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

- 1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- 2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. **Other Populations** where providing supportive services or assistance under section 212(a) of NAHA ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- (1) **Other Families Requiring Services or Housing Assistance to Prevent Homelessness** is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in [24 CFR 91.5](#), are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- (2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
 - (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
 - (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, **AND** meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at [24 CFR 91.5](#):
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

EXHIBIT G: AREA MEDIAN INCOME (AMI)

SOURCE: HUD

MSA: McAllen-Edinburg-Mission, TX

HOME Rent & Income Limits Effective: June 1, 2026

2026 ADJUSTED HOME INCOME LIMITS

		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
EXTREMELY LOW-INCOME	(30% AMI)	\$17,600	\$20,100	\$22,600	\$25,100	\$27,150	\$29,150	\$31,150	\$33,150
VERY LOW-INCOME	(50% AMI)	\$29,300	\$33,500	\$37,700	\$41,850	\$45,200	\$48,550	\$51,900	\$55,250
PROJECT SPECIFIC	(60% AMI)	\$35,160	\$40,200	\$45,240	\$50,220	\$54,240	\$58,260	\$62,280	\$66,300
LOW-INCOME	(80% AMI)	\$49,900	\$53,600	\$60,300	\$66,950	\$72,350	\$77,700	\$83,050	\$88,400

▲ Calculate AMI for a more than 9-person household by adding 8% for each member over 4-person AMI (e.g., 9 person is 140% of 4-person AMI).

2026 HOME PROGRAM RENT LIMITS

HOME Rent Limits are the maximum amount that may be charged for rent in HOME-assisted rental units and are applicable to new HOME leases and lease renewals after June 1, 2026.

	SRO*	EFFICIENCY	1 BEDROOM	2 BEDROOMS	3 BEDROOMS	4 BEDROOMS	5 BEDROOMS	6 BEDROOMS
LOW HOME RENT	NA	\$732	\$785	\$942	\$1,088	\$1,213	\$1,339	\$1,464
HIGH HOME RENT	\$632	\$842	\$847	\$1,060	\$1,376	\$1,521	\$1,660	\$1,798
FAIR MARKET RENT (FMR)**	\$632	\$842	\$847	\$1,060	\$1,376	\$1,522	\$1,750	\$1,979
50% RENT	NA	\$732	\$785	\$942	\$1,088	\$1,213	\$1,339	\$1,464
65% RENT	NA	\$933	\$1,001	\$1,203	\$1,381	\$1,521	\$1,660	\$1,798

* HOME rent for an SRO is 75% of the Efficiency Fair Market Rent.

** Calculate FMR for more than 4 Br by adding 15% to the 4 Br FMR for each additional Br size (e.g., 6 Br FMR is 130% of 4 Br FMR)

▲ **Note on Financial Assistance:** The rent limits listed above establish the maximum gross rent (rent plus utility allowance) permitted for units receiving HOME-ARP financial assistance, including short term or medium-term rental assistance, security deposits, utility deposits, or other rental assistance activities authorized under this Agreement. Subrecipients providing financial assistance shall verify that the assisted unit does not exceed applicable HOME-ARP rent limits prior to approving assistance.

▲ For purposes of determining compliance with HOME-ARP rent limits, gross rent includes both the contract rent charged to the tenant and any applicable utility allowance. Subrecipients providing rental assistance must ensure that the combined amount of rent and utility allowance does not exceed the applicable HOME-ARP rent limit.

Subrecipients providing rental assistance shall utilize the applicable Public Housing Authority (PHA) utility allowance schedule or other HUD-approved utility allowance source corresponding to the unit type and bedroom size when determining compliance with HOME-ARP rent limits.

EXHIBIT H

MARKETING AND OUTREACH PLAN

The Subrecipient shall develop and implement a Marketing and Outreach Plan describing how eligible individuals and families within the identified HOME-ARP Qualifying Populations will be informed of the availability of supportive services under this Agreement.

The Marketing and Outreach Plan shall include, at a minimum, the methods of outreach to be utilized, the geographic service area, strategies for reaching underserved or “least likely to apply” populations, and procedures to ensure compliance with Fair Housing, nondiscrimination, and Limited English Proficiency (LEP) requirements.

The Subrecipient shall submit the completed Marketing and Outreach Plan to the County prior to the commencement of services and shall update the plan as necessary throughout the term of this Agreement.

Where applicable, the Subrecipient shall conduct affirmative marketing and outreach activities in a manner consistent with Fair Housing requirements and HUD guidance, including the use of HUD affirmative marketing materials or forms when required by the County or HUD.