

**AGREEMENT BETWEEN HARRIS COUNTY AND HEALTHCARE FOR THE
HOMELESS-HOUSTON
FOR CDBG-CARES ACT PROJECT**

I. RECITALS

THIS AGREEMENT is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein referred to as the “Grantee,” and Healthcare for the Homeless-Houston, a Texas non-profit corporation, herein referred to as the “Subrecipient.”

WHEREAS, the Grantee has applied for and received Community Development Block Grant CARES ACT (CDBG-CV) funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., application numbers B-20-UW-48-0002, C2020-050F;

WHEREAS, the primary purpose of the Community Development Block Grant CARES Act (CDBG-CV) Program, 14.218 Catalog of Federal Domestic Assistance, pursuant to Title I of the Housing and Community Development Act of 1974, is to benefit low- and moderate-income persons and households;

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) to help America’s low-income families and most vulnerable citizens combat COVID-19. The CARES ACT (CDBG-CV) funds are made available to prevent, prepare for and respond to Coronavirus.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-CV funds, allocated to Grantee for the purpose of providing a public service, which is an eligible activity under the rules and regulations regarding CDBG-CV Program grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

II. SCOPE OF SERVICES

A. Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering a PY2020 CDBG-CV Program in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program.

The Subrecipient qualifies for the receipt and expenditure of such funding because the individuals served are homeless, at risk of becoming homeless and reside within the unincorporated areas of Harris County and are low- and moderate-income persons and households that meet one of the CDBG criteria for National Objectives set out in 24 CFR 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low- to moderate-income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and Financial monitoring visits and/or investigations performed by the Grantee staff, the Harris County Auditor's staff, the U.S. Department of Housing and Urban Development (HUD), and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance or breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 CFR 200.339. The Subrecipient also agrees to be cooperative with monitoring and/or investigations performed by HUD and comply with their findings.

D. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in Exhibit B of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must be provided in a timely manner.

E. Homeless Management Information System (HMIS)

Subrecipients who serve persons who are homeless or at risk of homelessness must report client-level data, such as the number of persons served and their demographic information, in a HMIS. Victim service providers or a legal services provider may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on March 1, 2024 and end on September 30, 2024.

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B** (Budget). The Subrecipient understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and any changes to the budget summary, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to the Grantee for approval.

B Requesting a Budget Revision

Any proposed reallocation of funds among various budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Director of the Grantee, or their designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of Grantee management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee.

C. Maximum Amount to be Paid

Reimbursement will be the lower of the calculated unit cost recovery or actual cost of eligible expenditure line-items as approved. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement."

The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable Federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service area or clients that are homeless, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient confirms it has developed an indirect cost allocation plan and such has been approved by the appropriate cognizant agency. Further, those cost to be reimbursed and defined as follow:

- i. **Direct Costs** – Grantee will reimburse Subrecipient for all “direct costs” as defined in Appendix A of 2 CFR Part 230, and limited to those costs described by Part IV Section A of this Agreement and Exhibit B (Budget) and those items detailed by the Subrecipient to the Grantee during the RFP process.
- ii. **Indirect Costs** – Grantee will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency. IDC shall be consistent with those defined in Appendix A of 2 CFR Part 230. The IDC rate shall be no greater than the “final” or the “provisional” IDC approved rate supplied by the Subrecipient, for the effective periods covered and “applicable programs”. Reimbursement for IDC is subject to any subsequent adjustment of the provisional rate during the term of this Agreement. Subrecipient agrees to provide Grantee with any notices of changes to the “rate agreement” within 30 days of such changes and provide a documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Subrecipient final reimbursement claim submitted under this Agreement.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdown for the payment of eligible expenses and general administration shall be made against the budget, attached hereto as **Exhibit B**, and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the 10th working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in the Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later than thirty (30) days after completion of the Agreement period. Any requests received after thirty (30) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended CDBG-CV funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

G. Expenditure Performance

The Subrecipient shall immediately notify the Director of HCCSD, or their designee, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Director of HCCSD, or their designee, if it anticipates accomplishing the services set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the CDBG-CV funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee and **must be submitted within 30 days** after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement after the date of submission or receipt of the original request will be subject to approval by the Grantee. At Grantee discretion, no more than one Supplemental Request shall be allowed per month.

I. Program Income

The Subrecipient shall report all Program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.

K. Repayment of Ineligible Payments

IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and Subrecipient, as provided in **Exhibit A** (Scope of Services).

VI. SPECIAL CONDITIONS

A. Compliance with All Relevant Federal Requirements

The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 and all Federal regulations and policies issued concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

B Compliance with Eligibility Restrictions for Certain Resident Aliens

The Subrecipient agrees to comply with the requirements of 24 CFR 570.613, titled "Eligibility restrictions for certain resident aliens," in addition to all federal regulations and policies issued pursuant to these regulations. As stated in 24 CFR 570.613, certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Providers of benefits will be regarded as in compliance with this section if they obtain certifications from applicants that they are not in the status of restricted resident alien.

1. Benefits

“Benefits” under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. “Benefits” do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities

“Covered activities” under this section means activities meeting the requirements of § 570.208(a) that either: (1) Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons and households; or (2) Are targeted geographically or otherwise to primarily benefit low and moderate-income persons and households (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Programs Affected

“Programs affected” under this section are as follows:

- (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient’s grant.
- (2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
- (3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government’s grant by the State.
- (4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient’s grant.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient shall comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate in future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Independent Contractor

The Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive

control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

C Indemnity

THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE

SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

D Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

E. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

2. Worker's Compensation Insurance

The Subrecipient also covenants and agrees to furnish Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement, and the Subrecipient shall require any sub-subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law.

Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code 406.003, such documentation of self-insurance shall be provided to Grantee prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Subrecipient shall submit to Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

4. Bonding

The Subrecipient agrees to provide bonding as required by 2 CFR 200.304.

F Recognition of the Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by "Harris County Community Services Department". The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.

G Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

H. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

I Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

J. Waivers / Alternative Requirements

HUD, in response to the COVID-19 pandemic and in an effort to streamline certain regulatory or compliance related processes, has begun issuing waivers and/or alternative requirements ("Waivers") for certain procedures. Notwithstanding anything in this Agreement to the contrary, both Parties hereby acknowledge that any Waivers issued by HUD may affect the responsibilities and processes that would otherwise have been required

of Subrecipient pursuant to this Agreement. Subrecipient may avail itself of any alternative requirements or refrain from following any procedures for which a Waiver has been issued, so long as such Waiver remains applicable and effective. In all instances, a determination by HUD will be determinative between the Parties as to which Waivers are effective and applicable to this Agreement.

K. Build America Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

VIII. ADMINISTRATIVE REQUIREMENTS

A Financial Management

The Subrecipient shall (1) comply with 2 CFR 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with 2 CFR 200.400 "Cost Principles" for all costs incurred whether charged on a direct or indirect basis.

B Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- f. Financial standards, as required by 24 CFR 570.502, and 2 CFR 200.
- g. Prior to submitting reimbursement requests, all monthly participant data information must be entered by Subrecipient into a Homeless Management Information System (HMIS), if applicable.

- h. Section 504 Self Evaluation and Transition Plan; and
- i. Other records necessary to document compliance with subpart K of 24 CFR Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. 570.505 and 570.506. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of five (5) years commencing with the Grantee's submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time and terminating upon the later of (i) the last day of such five (5) year's period, unless actions or issues regarding litigation, claims, audits, negotiations or other actions that involve any of the records cited arise prior to the end of such five (5)-year period or (ii) the resolution of all applicable audit findings

4. Reports

The Subrecipient shall furnish the following reports to Grantee:

- a. Project Status Report or similar report, submitted monthly, if applicable
- b. Monthly Narrative Report, if requested
- c. Client Data Report submitted monthly
- d. Tally Sheet submitted monthly
- e. Individual Eligibility Forms submitted monthly
- f. Employee Data Report submitted monthly
- g. HMIS Clients Served with Details, Clients in Program, and Clients Entering in Program Reports, submitted monthly, if applicable
- h. Reimbursement Request submitted monthly
- i. Cost Control Report submitted monthly
- j. Cost Worksheet submitted monthly
- k. Personnel Cost Worksheet submitted monthly
- l. Mid-Year Report.
- m. Annual Performance Report.
- n. Other reports as requested.

5. Deadlines

- a. Monthly reports are due within 10 working days of the end of the monthly reporting periods.

- b. Mid-Year Report is due within ten (10) working days after the end of the first six (6) months of the Agreement period.
- c. Annual Performance Report is due within ten (10) working days after the end of the Agreement period.
- d. Reimbursement requests received more than (60) days after the reporting month may not be honored with the exception of final reimbursement request which is due 30 days after completion of Agreement period (see IV. Expenses and Payment, F. Payment Procedures).

6. Audits & Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

7. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections, as required by this Agreement, is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure materials in accordance with the requirements of 2 C.F.R. 200.318 "Procurement Standards," and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R. §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III "Time of Performance," or for such longer period of time as determined to be appropriate by the Grantee; or
- (b) Transferred to the Grantee; or
- (c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition of, or improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or
- (d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 24 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of time specified in paragraph (a) of this section expired.
- (e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act, or any other applicable statute.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of

the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended); the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; 24 CFR 5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and all other applicable requirements of 24 CFR Part 570, Subpart K.

The Subrecipient agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

The Subrecipient will provide language assistance or ensure program information is available in the appropriate languages for the geographic area served by the Grantee and that limited English proficient persons have meaningful access to CDBG-CV assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and women business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro -Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact Grantee only after the complainant has exhausted the Subrecipient's internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach Grantee. The Subrecipient shall immediately notify Grantee of all grievances or complaints received by the Subrecipient.

6. Personally Identifiable Information (PII) and Confidentiality

Subrecipient must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information is found at 2 C.F.R. § 200.1.

Additionally, if the Subrecipient provides family violence prevention or treatment services, it shall develop and implement procedures to ensure the confidentiality of

records pertaining to any individual services and that the address or location of any program assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the Program.

C. Labor Standards

1. Wages

The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq.*, as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG-CV funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 CFR 570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG-CV program.

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit D**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The Subrecipient covenants that the Conflicts Disclosure Statement (**Exhibit E**) and/or the Conflict of Interest Questionnaire (**Exhibit F**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests may result in termination of this Agreement.

G. False Claims

The Subrecipient shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq.*); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause 24 CFR Part 75

1. Compliance

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient

will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

I. Subcontracts

1. Approvals

The Subrecipient may not subcontract any of its duties or obligations under this Agreement without the express written consent of the Grantee, unless such subcontracts were expressly disclosed and included as a part of the Subrecipient's original Request for Proposal (RFP). Any request for the right to use a subcontractor that was not disclosed in the Subrecipient's RFP shall include the name and address of the subcontractor and a copy of the proposed subcontract. The Grantee shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the procurement requirements of 2 CFR 200.318.

J. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (J),

in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C.A. § 306108) and the procedures set forth in 36 CFR Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the Texas Historical Commission and Antiquities

Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 CFR 17.11 (as amended) and 50 CFR Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

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

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of Grantee management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the Agreement period, as specified in Section III. "Time of Performance" this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

C. With Cause

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee CDBG -CV Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200.343 are completed to the satisfaction of the Grantee and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-CV funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with Grantee, with a copy to the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

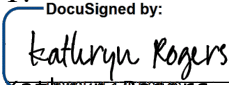
XIV. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Certification of Contracts, Grants, Loans and Cooperative Agreements
Exhibit D	Conflict of Interest
Exhibit E	Conflict Disclosure Statement
Exhibit F	Conflict of Interest Questionnaire
Exhibit G	Federal Award Identification


[EXECUTION PAGE FOLLOWS]

ATTEST:

DocuSigned by:

By: Kathryn Rogers
Name: Kathryn Rogers
Date Signed: 1/25/2024

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: 
Kevin G. Markowski
Assistant County Attorney
CAO File No.: 24GEN0099

Date Signed: 1-18-2024

Healthcare for the Homeless-Houston

DocuSigned by:

By: Carlie Brown
Name: Carlie Brown
Title: Chief Executive Officer

Date Signed: 1/26/2024

HARRIS COUNTY

By: _____
Lina Hidalgo
HARRIS COUNTY JUDGE

Date Signed: _____

Exhibit A, Scope of Services

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient through the Harris County Community Services Department's annual Request for Proposal (RFP) process or negotiated with the Grantee through the Harris County Consolidated Plan/Action Plan Amendments Policy Process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Community Development Block Grant- (CARES ACT) CDBG-CV program consistent with the program delivery stated in the approved proposal.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, & Economic Security (CARES) Act to help communities respond to the COVID-19 pandemic. The CARES Act included funding to add capacity to the U.S. Department of Housing & Urban (HUD)'s Community Development Block Grant.

II. Principal Task

The Subrecipient shall administer all activities in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

The Subrecipient shall be responsible for providing COVID-19 testing, follow-up care for those testing positive to COVID-19, and wrap-around healthcare to clients living in permanent supportive housing programs utilizing PY20 CDBG-CV funds during the term of this Agreement. Services must include:

<i>Activity</i>	<i>Unit Definition</i>	<i>Cost Per Unit of Service</i>	<i>Total No. of Units Per Activity</i>	<i>Total Cost Per Activity</i>	<i>Maximum Total Cost Per Year</i>	<i>PY2023 Number to Be Served</i>
Integrated Mobile Healthcare at Permanent Supportive	One unit = one (1) client to receive COVID-19	775.11	380	294542.67	294542.67	380

Housing Sites	testing and healthcare					
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By September 30, 2024, the Subrecipient shall provide the above number of units of service to a minimum of the above number of unduplicated eligible persons. The Subrecipient agrees to sufficiently document services provided and maintain such documentation for Grantee monitoring.

The Subrecipient shall document demographic information, including race, ethnicity, sex, and proof of income for all participants served, 51% of which must be from low- to moderate-income households. Falling below 51% on a quarterly basis may lead to a desk review concern or finding. The Subrecipient shall track its monthly benchmarks to ensure that 51% of the total beneficiaries served for the Program Year must be from low- to moderate- income households.

For participants who are homeless in accordance with the Emergency Solutions Grants (ESG) program 24 CFR 576.2 (1), (2), (3) or (4), the Subrecipient shall collect homelessness documentation prior to providing CDBG-CV services or documentation verifying that each person served resides within the Grantee service area and meets the specified requirement that at least 51% of all persons served are of low- and moderate-income households for each activity. If Subrecipient project was funded as a Presumed Benefit activity, Grantee will allow an incidental number of low- and moderate-income persons and households to be served with project funds in accordance with 24 CFR 570.506 (3).

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section VIII (B) (1), (2), (3), (4), and (5) of this Agreement.

Additional CDBG-CV Project Requirements when using CDBG-CV funds for Emergency Payments for Rental Assistance

- For rental assistance, the requirement that the funds must prevent, prepare for, or respond to coronavirus must be met for each assisted family. The assistance must be reasonable and necessary.
- Assistance cannot be provided for more than up to six (6) consecutive months.
- Lead-based paint requirements, (24 CFR Part 35) apply when emergency rental assistance exceeds 100 consecutive days from the point assistance is provided.
- Policies and procedures must be in place that are consistently applied, to ensure that the participant's residence receiving the CDBG-CV assistance for is in decent housing conditions.
- Duplication of Benefits (DOB) must be established and followed to ensure that DOB does not occur. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.
- Payments must be made directly to the landlord or utility provider on behalf of the individual or family, and not to the individual or family.

The Scope of Services to be provided by the Subrecipient may be amended to include

other activities authorized under federal law that are approved in writing by the Grantee and within the same general type of services described herein

IV. Notice

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

Thao Costis, Executive Director
Harris County Community Services
Department
8410 Lantern Point
Houston, Texas 77054

Subrecipient:

Carlie Brown, Chief Executive Officer
Healthcare for the Homeless-Houston
1934 Caroline Street
Houston , Texas 77002

Exhibit B, Budget

HEALTHCARE FOR THE HOMELESS-HOUSTON CDBG-CARES ACT PROJECT

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed TWO HUNDRED NINETY FOUR THOUSAND, FIVE HUNDRED FORTY-TWO DOLLARS AND SIXTY SEVEN CENTS (\$294,542.67), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Combined Activity Budget

Service Activity # 1

Activity: Integrated Mobile Healthcare at Permanent Supportive Housing Sites

Number served: 380

Expense Category	Harris County Grant Funds	Leverage Funds	TOTAL BUDGET
Personnel	\$ 294,542.67	\$ 138,089.82	\$ 432,632.49
Professional Fees/Contract Services	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Space Costs	\$ -	\$ 2,250.00	\$ 2,250.00
Consumables and Supplies	\$ -	\$ 22,285.00	\$ 22,285.00
Rent, Lease Equipment	\$ -	\$ -	\$ -
Other (audit, insurance, office content,	\$ -	\$ -	\$ -
Total Activity Cost:	\$ 294,542.67	\$ 162,625.00	\$ 457,167.67
Unit Cost:	\$ 775.11		

Personnel Detail

Service Activity # 1

Activity: Integrated Mobile Healthcare at Permanent Supportive Housing Sites

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Director of Social Services - K Arscott	0.4	\$ 7,087.25	7		19,844.30	Contractual Partnership with SEARCH Homeless Services	19,844.30
PSH RN Supervisor - S. Nchonka-Sube	0.2	\$ 1,996.93	7		13,978.48		13,978.48
PSH RN - L Chevalier	1.0	\$ 7,508.33	7		52,558.32		52,558.32
PSH RN - S Krishnarajanagar	1.0	\$ 7,386.96	7		51,708.72		51,708.72
MD Reed PSH - D Clark	0.6	\$ 14,728.12	7	61,858.10			61,858.10
LVN Reed PSH - F Howard	1.0	\$ 4,858.34	7	34,008.37			34,008.37
Lead PSH Care Coordinator - J Martin	1.0	\$ 3,333.33	7	23,333.33	-		23,333.33
PSH Care Coordinator - Vacant	1.0	\$ 3,500.00	7	24,500.00	-		24,500.00
Info Referral Specialist Reed PSH - Vacant	1.0	\$ 3,833.33	7	26,833.33	-		26,833.33
MD (Direct Patient Care) and CMO - V McCurry	0.2	\$ 14,553.24	7	15,280.90	-		15,280.90
Compliance, Data HMIS - Vacant	0.5	\$ 1,733.33	7	6,066.67			6,066.67
Salary Subtotal				191,880.71	\$ 138,089.82		\$ 329,970.53
Fringe Benefits							
FICA (7.65%)				14,678.87		Contractual Partnership with SEARCH Homeless Services	14,679
Worker's Compensation (not to exceed 5%)				9,594.04			9,594.04
Insurance				53,726.60			53,726.60
Retirement				15,350.46			15,350.46
Other Fringe Benefits (SUTA, cafeteria plans, etc.)				9,312.00			9,312.00
Fringe Benefits Subtotal				102,661.96	\$ -		\$ 102,662
Operations Personnel Total				294,542.67	\$ 138,089.82		\$ 432,632

Non-Personnel Detail

Direct Costs for Service Activity #1
Activity: Integrated Mobile Healthcare at Permanent Supportive Housing Sites

Description	Harris County Grant Funds	Leverage Funds (not required)	Leverage Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for match)				
				\$ -
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Travel & Training (ineligible shelter cost)				
Type of Training				
				\$ -
				\$ -
Type of Travel (non-mileage)				
				\$ -
				\$ -
				\$ -
Mileage:				
mi./mo. x mos. x .58 cents/mi.				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location:				\$ -
Rent: sq. ft. @ \$ /ft./year				\$ -
				\$ -
				\$ -
Utilities:				
Electricity				\$ -
Water				\$ -
Telephone		2,250.00	Contractual Partnership with SEARCH Homeless Services	\$ 2,250.00
Other Utilities:				\$ -
<i>Subtotal</i>	\$ -	\$ 2,250.00		\$ 2,250.00
Consumable Supplies (describe)				
Patient Transportation		2,785.00	Contractual Partnership with SEARCH Homeless Services	\$ 2,785.00
Equipment		5,000.00		\$ 5,000.00
Office Supplies		1,000.00		\$ 1,000.00
Medical Supplies		2,500.00		
Pharmaceutical Supplies		5,000.00		
Class D Pharmacy and Over the Counter Prescriptions		6,000.00		\$ 2,500.00
<i>Subtotal</i>	\$ -	\$ 22,285.00		\$ 22,285.00
Rent, Lease of Equipment and Furniture				
				\$ -
				\$ -
<i>Rent, Lease Furniture Subtotal</i>	\$ -	\$ -		\$ -
Other Costs				
Direct Audit Costs				\$ -
Postage				\$ -
Direct payments / benefits to clients				\$ -
Program specific insurance				\$ -
Financial Assistance				\$ -
Other (specify): Administrative/Accounting Overhead; Program Oversight for Non-Direct Service Management Staff; Data Collection and Reports; Monitoring Visit Preparation	-			\$ -
Other (specify):				\$ -
<i>Other Costs Subtotal</i>	\$ -	\$ -		\$ -
Non-Personnel Detail Total	\$ -	\$ 24,535.00		\$ 24,535.00

CDBG-CV Budget Summary

Program:		CDBG-CV			
Name of Project:		Provision of Integrated Healthcare in Critical Housing Program			
Grant Funds Requested by Activity	Activity No.	No. of units	HCCSD Award (Share)	LEVERAGE	TOTAL PRGM/ACT COSTS
Integrated Mobile Healthcare at Permanent Supportive Housing Sites	1	380	294,542.67	162,625.00	457,167.67
0	2	0	-	-	-
Subtotals:			294,542.67	162,625.00	457,167.67

Exhibit C, Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

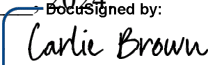
Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 26.00 day of January

By 2024

 (Signature)
1E5F304B4A834BA...
 Carlie Brown Chief Executive Officer
 (Type or Print Name and Title)

Covered Action: Healthcare for the Homeless-Houston/CDBG-CARES Act Project

Up to date as of 8/9/2023

Exhibit D, Conflict of Interest

All Applicants

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 CFR 570.611 and HOME regulations at 24 CFR 92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or Subrecipient that are receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between Harris County and <div style="text-align: center; border-bottom: 1px solid black; margin: 5px 0;">Healthcare for the Homeless - Houston</div> <div style="text-align: center; font-size: small;">(Name of Organization)</div>
<input type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and <div style="text-align: center; border-bottom: 1px solid black; margin: 5px 0;"></div> <div style="text-align: center; font-size: small;">(Name of Organization)</div>
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and <div style="text-align: center; border-bottom: 1px solid black; margin: 5px 0;"></div> <div style="text-align: center; font-size: small;">(Name of Organization)</div>
<input type="checkbox"/>	I certify that a conflict of interest does exist between <div style="text-align: center; border-bottom: 1px solid black; margin: 5px 0;"></div> <div style="text-align: center; font-size: small;">(Name of subcontractor)</div> <div style="text-align: right; margin: 5px 0;">and</div> <div style="text-align: center; border-bottom: 1px solid black; margin: 5px 0;"></div> <div style="text-align: center; font-size: small;">(Name of Organization)</div>

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

DocuSigned by: <div style="font-family: cursive; font-size: 1.2em; margin: 5px 0;">Carlie Brown</div>	
Signature of Authorized Agency Official	Date 1/26/2024
Carlie Brown Chief Executive Officer	
Typed Name and Title	

Up to date as of 8/9/2023

Exhibit E, Conflicts Disclosure Statement

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT <small>(Instructions for completing and filing this form are provided on the next page.)</small>		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <p>Date Received _____</p>
1 Name of Local Government Officer _____		
2 Office Held _____		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code _____		
4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. _____		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
<p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p style="text-align: center; margin-top: 10px;">Please complete either option below:</p> <p>(1) Affidavit</p> <p style="margin-left: 40px;">NOTARY STAMP/ SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 10px;"> Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____ </p> <p style="text-align: center; background-color: black; color: white; margin: 5px 0;">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____</p> <p>My address is _____</p> <p style="margin-left: 100px;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20_____,</p> <p style="margin-left: 100px;">(month) (year)</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>		

Exhibit E, Conflicts Disclosure Statement (p. 2)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Exhibit F, Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 10px;"> Name of Officer </div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="border: 1px solid black; height: 150px; margin-top: 10px; padding: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <div style="border: 1px solid black; height: 60px; margin-top: 10px;"></div>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px; display: flex; justify-content: space-between; padding: 5px;"> <div>Signature of vendor doing business with the governmental entity</div> <div>Date</div> </div>		

Exhibit F, Conflict of Interest Questionnaire (p. 2)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit G, FEDERAL AWARD INFORMATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.211(b):

- Subrecipient's name (must match the name associated with its unique entity identifier): Healthcare for the Homeless-Houston
- Subrecipient's unique entity identifier (DUNS): FERHWNBAGM89
- Federal Award Identification Number (FAIN): B-20-UW-48-0002
- Catalog of Federal Domestic Assistance (CFDA): 14.218
- Federal Award Date: July 26, 2021
- Subaward Period of Performance Start and End Date: March 1, 2024 through September 30, 2024
- Amount of Federal Funds Obligated by this Agreement: PY2020 \$294,542.67
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: PY2020 \$294,542.67
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: PY2020 \$294,542.67
- Federal Award Program Description: Harris County has received CDBG-CV funds administered through the Department of Housing and Urban Development.. Harris County has elected to distribute CDBG-CV funding to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Housing and Urban Development
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Community Services Department, Attn: Thao Costis, 1111 Fannin St, 9th Floor, Houston, Tx. 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY AND HEALTHCARE FOR THE HOMELESS-HOUSTON FOR
CDBG-CARES ACT PROJECT**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County and **HEALTHCARE FOR THE HOMELESS-HOUSTON**. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word-for-word.

Section 2: Harris County officials and employees are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Order.

AGREEMENT BETWEEN HARRIS COUNTY AND COVENANT HOUSE TEXAS FOR WORKFORCE DEVELOPMENT-INDIVIDUALIZED PLACEMENT & SUPPORT

I. RECITALS

THIS AGREEMENT is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein referred to as the “Grantee,” and Covenant House Texas, a Texas non-profit corporation, herein referred to as the “Subrecipient.”

WHEREAS, the Grantee has applied for and received Community Development Block Grant CARES ACT (CDBG-CV) funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., application numbers B-20-UW-48-0002, C2020-050C;

WHEREAS, the primary purpose of the Community Development Block Grant CARES Act (CDBG-CV) Program, 14.218 Catalog of Federal Domestic Assistance, pursuant to Title I of the Housing and Community Development Act of 1974, is to benefit low- and moderate-income persons and households;

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) to help America’s low-income families and most vulnerable citizens combat COVID-19. The CARES ACT (CDBG-CV) funds are made available to prevent, prepare for and respond to Coronavirus; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-CV funds, allocated to Grantee for the purpose of providing a public service, which is an eligible activity under the rules and regulations regarding CDBG-CV Program grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereincontained, it is agreed between the parties hereto that:

II. SCOPE OF SERVICES

A. Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering a PY2020 CDBG-CV Program in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program. The Subrecipient qualifies for the receipt and expenditure of such funding because the individuals served are homeless, at risk of becoming homeless and reside within the unincorporated areas of Harris County and are low- and moderate-income persons and

households that meet one of the CDBG criteria for National Objectives set out in 24 CFR 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low- to moderate-income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and Financial monitoring visits and/or investigations performed by the Grantee staff, the Harris County Auditor's staff, the U.S. Department of Housing and Urban Development (HUD), and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance or breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 CFR 200.339. The Subrecipient also agrees to be cooperative with monitoring and/or investigations performed by HUD and comply with their findings.

D. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in Exhibit B of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must be provided in a timely manner.

E. Homeless Management Information System (HMIS)

Subrecipients who serve persons who are homeless or at risk of homelessness must report client-level data, such as the number of persons served and their demographic information, in a HMIS. Victim service providers or a legal services provider may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on March 1, 2024 and end on September 30, 2024.

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B** (Budget). The Subrecipient understands that the budget constitutes a summary unit cost

budget based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and any changes to the budget summary, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to the Grantee for approval.

B Requesting a Budget Revision

Any proposed reallocation of funds among various budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Director of the Grantee, or their designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of Grantee management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee.

C. Maximum Amount to be Paid

Reimbursement will be the lower of the calculated unit cost recovery or actual cost of eligible expenditure line-items as approved. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement."

The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable Federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service area or clients that are homeless, provided that all reimbursements shall be limited to the actual out-of-pocket

expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient confirms it has developed an indirect cost allocation plan and such has been approved by the appropriate cognizant agency. Further, those cost to be reimbursed and defined as follow:

- i. **Direct Costs** – Grantee will reimburse Subrecipient for all “direct costs” as defined in Appendix A of 2 CFR Part 230, and limited to those costs described by Part IV Section A of this Agreement and Exhibit B (Budget) and those items detailed by the Subrecipient to the Grantee during the RFP process.
- ii. **Indirect Costs** – Grantee will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency. IDC shall be consistent with those defined in Appendix A of 2 CFR Part 230. The IDC rate shall be no greater than the “final” or the “provisional” IDC approved rate supplied by the Subrecipient, for the effective periods covered and “applicable programs”. Reimbursement for IDC is subject to any subsequent adjustment of the provisional rate during the term of this Agreement. Subrecipient agrees to provide Grantee with any notices of changes to the “rate agreement” within 30 days of such changes and provide a documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Subrecipient final reimbursement claim submitted under this Agreement.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdown for the payment of eligible expenses and general administration shall be made against the budget, attached hereto as **Exhibit B**, and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the 10th working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in the Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later than thirty (30) days after completion of the Agreement period. Any requests received after thirty (30) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended CDBG-CV funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

G. Expenditure Performance

The Subrecipient shall immediately notify the Director of HCCSD, or their designee, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Director of HCCSD, or their designee, if it anticipates accomplishing the services set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the CDBG-CV funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee and **must be submitted within 30 days** after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement after the date of submission or receipt of the original request will be subject to approval by the Grantee. At Grantee discretion, no more than one Supplemental Request shall be allowed per month.

I. Program Income

The Subrecipient shall report all Program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.

K. Repayment of Ineligible Payments

IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL

IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and Subrecipient, as provided in **Exhibit A** (Scope of Services).

VI. SPECIAL CONDITIONS

A. Compliance with All Relevant Federal Requirements

The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 and all Federal regulations and policies issued concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

B Compliance with Eligibility Restrictions for Certain Resident Aliens

The Subrecipient agrees to comply with the requirements of 24 CFR 570.613, titled "Eligibility restrictions for certain resident aliens," in addition to all federal regulations and policies issued pursuant to these regulations. As stated in 24 CFR 570.613, certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Providers of benefits will be regarded as in compliance with this section if they obtain certifications from applicants that they are not in the status of restricted resident alien.

1. Benefits

"Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities

"Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either: (1) Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons and households; or (2)

Are targeted geographically or otherwise to primarily benefit low and moderate-income persons and households (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Programs Affected

“Programs affected” under this section are as follows:

- (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient’s grant.
- (2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
- (3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government’s grant by the State.
- (4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient’s grant.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient shall comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate in future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Independent Contractor

The Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any

way damaged.

C Indemnity

THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

D Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall ~~not be construed to affect a~~ governmental entity's immunities under constitutional, statutory or common law.

E. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

2. Worker's Compensation Insurance

The Subrecipient also covenants and agrees to furnish Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement, and the Subrecipient shall require any sub-subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law.

Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code 406.003, such documentation of self-insurance shall be provided to Grantee prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Subrecipient shall submit to Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

4. Bonding

The Subrecipient agrees to provide bonding as required by 2 CFR 200.304.

F Recognition of the Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by "Harris County Community Services Department". The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation,

but photocopies or photographs may be used when and where appropriate.

G. Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

H. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

I. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

J. Waivers / Alternative Requirements

HUD, in response to the COVID-19 pandemic and in an effort to streamline certain regulatory or compliance related processes, has begun issuing waivers and/or alternative requirements (“Waivers”) for certain procedures. Notwithstanding anything in this Agreement to the contrary, both Parties hereby acknowledge that any Waivers issued by HUD may affect the responsibilities and processes that would otherwise have been required of Subrecipient pursuant to this Agreement. Subrecipient may avail itself of any alternative requirements or refrain from following any procedures for which a Waiver has been issued, so long as such Waiver remains applicable and effective. In all instances, a determination by HUD will be determinative between the Parties as to which Waivers are effective and applicable to this Agreement.

K. Build America Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’s project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient shall (1) comply with 2 CFR 200.300; (2) adhere to the accounting

principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with 2 CFR 200.400 "Cost Principles" for all costs incurred whether charged on a direct or indirect basis.

B Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- f. Financial standards, as required by 24 CFR 570.502, and 2 CFR 200.
- g. Prior to submitting reimbursement requests, all monthly participant data information must be entered by Subrecipient into a Homeless Management Information System (HMIS), if applicable.
- h. Section 504 Self Evaluation and Transition Plan; and
- i. Other records necessary to document compliance with subpart K of 24 CFR Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. 570.505 and 570.506. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of five (5) years commencing with the Grantee's submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time and terminating upon the later of (i) the last day of such five (5) year's period, unless actions or issues regarding litigation, claims, audits, negotiations or other actions that involve any of the records cited arise prior to the end of such five (5)-year period or (ii) the resolution of all applicable audit findings

4. Reports

The Subrecipient shall furnish the following reports to Grantee:

- a. Project Status Report or similar report, submitted monthly, if applicable
- b. Monthly Narrative Report, if requested
- c. Client Data Report submitted monthly
- d. Tally Sheet submitted monthly
- e. Individual Eligibility Forms submitted monthly
- f. Employee Data Report submitted monthly
- g. HMIS Clients Served with Details, Clients in Program, and Clients Entering in Program Reports, submitted monthly, if applicable
- h. Reimbursement Request submitted monthly
- i. Cost Control Report submitted monthly
- j. Cost Worksheet submitted monthly
- k. Personnel Cost Worksheet submitted monthly
- l. Mid-Year Report.
- m. Annual Performance Report.
- n. Other reports as requested.

5. Deadlines

- a. Monthly reports are due within 10 working days of the end of the monthly reporting periods.
- b. Mid-Year Report is due within ten (10) working days after the end of the first six (6) months of the Agreement period.
- c. Annual Performance Report is due within ten (10) working days after the end of the Agreement period.
- d. Reimbursement requests received more than (60) days after the reporting month may not be honored with the exception of final reimbursement request which is due 30 days after completion of Agreement period (see IV. Expenses and Payment, F. Payment Procedures).

6. Audits & Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

7. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections, as required by this Agreement, is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure materials in accordance with the requirements of 2 C.F.R. 200.318 "Procurement Standards," and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R. §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III "Time of Performance," or for such longer period of time as determined to be appropriate by the Grantee; or
- (b) Transferred to the Grantee; or
- (c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition of, or improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or
- (d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 2 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of

time specified in paragraph (a) of this section expired.

- (e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act, or any other applicable statute.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended); the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; 24 CFR 5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and all other applicable requirements of 24 CFR Part 570, Subpart K.

The Subrecipient agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

The Subrecipient will provide language assistance or ensure program information

is available in the appropriate languages for the geographic area served by the Grantee and that limited English proficient persons have meaningful access to CDBG-CV assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact Grantee only after the complainant has exhausted the Subrecipient's internal procedures.

The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach Grantee. The Subrecipient shall immediately notify Grantee of all grievances or complaints received by the Subrecipient.

6. Personally Identifiable Information (PII) and Confidentiality

Subrecipient must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information is found at 2 C.F.R. § 200.1.

Additionally, if the Subrecipient provides family violence prevention or treatment services, it shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual services and that the address or location of any program assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the Program.

C. Labor Standards

1. Wages

The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq.*, as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing,

possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG-CV funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 CFR 570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG-CV program.

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit D**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or

employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The Subrecipient covenants that the Conflicts Disclosure Statement (**Exhibit E**) and/or the Conflict of Interest Questionnaire (**Exhibit F**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests may result in termination of this Agreement.

G. False Claims

The Subrecipient shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq.*); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause 24 CFR Part 75

1. Compliance

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

I. Subcontracts

1. Approvals

The Subrecipient may not subcontract any of its duties or obligations under this Agreement without the express written consent of the Grantee, unless such subcontracts were expressly disclosed and included as a part of the Subrecipient's original Request for Proposal (RFP). Any request for the right to use a subcontractor that was not disclosed in the Subrecipient's RFP shall include the name and address of the subcontractor and a copy of the proposed subcontract. The Grantee shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process. The Subrecipient must adopt and utilize written

selection criteria for use in the selection of subcontractors, which selection criteria must conform to the procurement requirements of 2 CFR 200.318.

J. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when

dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C.A. § 306108) and the procedures set forth in 36 CFR Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 CFR 17.11 (as amended) and 50 CFR Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

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

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of Grantee management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the Agreement period, as specified in Section III. "Time of Performance" this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

C. With Cause

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee CDBG -CV Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

~~The~~ Subrecipient's obligation to the Grantee ~~shall not end until all closeout~~ requirements described in 2 CFR 200.343 are completed to the satisfaction of the Grantee and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-CV funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with Grantee, with a copy to the Harris County Auditor.

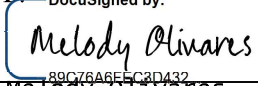
XIII. AGREEMENT REQUIREMENTS

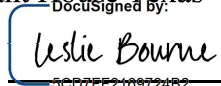
Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XIV. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Certification of Contracts, Grants, Loans and Cooperative Agreements
Exhibit D	Conflict of Interest
Exhibit E	Conflict Disclosure Statement
Exhibit F	Conflict of Interest Questionnaire
Exhibit G	Federal Award Identification

ATTEST: DocuSigned by:

By: Melody Olivares
Name: Melody Olivares
Date Signed: 1/24/2024

Covenant House Texas
DocuSigned by:

By: Leslie Bourne
Name: Leslie Bourne
Title: Chief Executive Officer
Date Signed: 1/24/2024

APPROVED AS TO FORM:

HARRIS COUNTY

Christian Menefee
Harris County Attorney
By: Stanley Sun
Stanley Sun
Assistant County Attorney
CAO File No.: 24GEN0154
Date Signed: 01/23/2024

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

Exhibit A, Scope of Services

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient through the Harris County Community Services Department's annual Request for Proposal (RFP) process or negotiated with the Grantee through the Harris County Consolidated Plan/Action Plan Amendments Policy Process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Community Development Block Grant- (CARES ACT) CDBG-CV program consistent with the program delivery stated in the approved proposal.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, & Economic Security (CARES) Act to help communities respond to the COVID-19 pandemic. The CARES Act included funding to add capacity to the U.S. Department of Housing & Urban (HUD)'s Community Development Block Grant.

II. Principal Task

The Subrecipient shall administer all activities in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

The Subrecipient shall be responsible for providing employment services to homeless young adults that will assist to build skills for employment and to be better prepared to navigate the job search process utilizing PY20 CDBG-CV funds during the term of this Agreement. Services must include:

<i>Activity</i>	<i>Unit Definition</i>	<i>Cost Per Unit of Service</i>	<i>Total No. of Units Per Activity</i>	<i>Total Cost Per Activity</i>	<i>Maximum Total Cost Per Year</i>	<i>PY2023 Number to Be Served</i>
Workforce Development Individualized Placement & Support	One unit = one (1) client provided employment assistance services to prepare the client when applying for employment	2179.67	75	163475.05	163475.05	75

By September 30, 2024, the Subrecipient shall provide the above number of units of service to a minimum of the above number of unduplicated eligible persons. The Subrecipient agrees to sufficiently document services provided and maintain such documentation for Grantee monitoring.

The Subrecipient shall document demographic information, including race, ethnicity, sex, and proof of income for all participants served, 51% of which must be from low- to moderate-income households. Falling below 51% on a quarterly basis may lead to a desk review concern or finding. The Subrecipient shall track its monthly benchmarks to ensure that 51% of the total beneficiaries served for the Program Year must be from low- to moderate- income households.

For participants who are homeless in accordance with the Emergency Solutions Grants (ESG) program 24 CFR 576.2 (1), (2), (3) or (4), the Subrecipient shall collect homelessness documentation prior to providing CDBG-CV services or documentation verifying that each person served resides within the Grantee service area and meets the specified requirement that at least 51% of all persons served are of low- and moderate-income households for each activity. If Subrecipient project was funded as a Presumed Benefit activity, Grantee will allow an incidental number of low- and moderate-income persons and households to be served with project funds in accordance with 24 CFR 570.506 (3).

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section VIII (B) (1), (2), (3), (4), and (5) of this Agreement.

Additional CDBG-CV Project Requirements when using CDBG-CV funds for Emergency Payments for Rental Assistance

- For rental assistance, the requirement that the funds must prevent, prepare for, or respond to coronavirus must be met for each assisted family. The assistance must be reasonable and necessary.
- Assistance cannot be provided for more than up to six (6) consecutive months.
- Lead-based paint requirements, (24 CFR Part 35) apply when emergency rental assistance exceeds 100 consecutive days from the point assistance is provided.
- Policies and procedures must be in place that are consistently applied, to ensure that the participant's residence receiving the CDBG-CV assistance for is in decent housing conditions.
- Duplication of Benefits (DOB) must be established and followed to ensure that DOB does not occur. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.
- Payments must be made directly to the landlord or utility provider on behalf of the individual or family, and not to the individual or family.

The Scope of Services to be provided by the Subrecipient may be amended to include other activities authorized under federal law that are approved in writing by the Grantee and within the same general type of services described herein

IV. Notice

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Thao Costis, Executive Director
Harris County Community Services
Department
8410 Lantern Point
Houston, Texas 77054

Subrecipient

Leslie Bourne, Chief Executive Officer
Covenant House Texas
1111 Lovett Boulevard
Houston , Texas 77006

Exhibit B, Budget

COVENANT HOUSE TEXAS WORKFORCE DEVELOPMENT-INDIVIDUALIZED PLACEMENT & SUPPORT

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed ONE HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND FIVE CENTS (\$163,475.05), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Combined Activity Budget

Service Activity # 1

Activity: Workforce Development Individualized Placement & Support (IPS)

Number served: 75

Expense Category	Harris County Grant Funds		TOTAL BUDGET
	CDBG-CV1		
Personnel	\$ 136,675.05	\$ -	\$ 136,675.05
Professional Fees/Contract Services	\$ -	\$ -	\$ -
Travel	\$ 10,840.00	\$ -	\$ 10,840.00
Space Costs	\$ 15,960.00	\$ -	\$ 15,960.00
Consumables and Supplies	\$ -	\$ -	\$ -
Rent, Lease Equipment	\$ -	\$ -	\$ -
Other (audit, insurance, office content, etc.)	\$ -	\$ -	\$ -
Total Activity Cost:	\$ 163,475.05	\$ -	\$ 163,475.05
Unit Cost:	\$ 2,179.67		

Personnel Detail

Service Activity # 1

Activity: Workforce Development Individualized Placement & Support (IPS)

CDBG-CV1

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Support Services Manager	1	\$ 5,310.00	7	37,170.00	NA	NA	37,170.00
Career Services Specialist #1	1	\$ 3,660.00	7	25,620.00	NA	NA	25,620.00
Career Services Specialist #2	1	\$ 3,660.00	7	25,620.00	NA	NA	25,620.00
Youth Engagement Specialist	1	\$ 3,420.00	7	23,940.00	NA	NA	23,940.00
				-			-
				-			-
				-			-
				-			-
Salary Subtotal				\$ 112,350.00	\$ -		\$ 112,350.00
Fringe Benefits							
FICA (7.65%)				\$ 8,594.78	NA	NA	8,594.78
Worker's Compensation (not to exceed 5%)							-
Insurance				15,730.27	NA	NA	15,730.27
Retirement							-
Other Fringe Benefits (SUTA, cafeteria plans, etc.)							-
Fringe Benefits Subtotal				\$ 24,325.05	\$ -		\$ 24,325.05
Operations Personnel Total				\$ 136,675.05	\$ -		\$ 136,675.05

Non-Personnel Detail

Direct Costs for Service Activity #1

 Activity: Workforce Development Individualized Placement & Support (IPS) CDBG-CV1

Description	Harris County Grant Funds	Leverage Funds (not required)	Leverage Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for match)				
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Travel & Training (ineligible shelter cost)				
Type of Training				
				\$ -
				\$ -
Type of Travel (non-mileage)				
METRO Bus Passes: Provide 4,336 bus passes @ \$2.50 per pass for 75 participants = \$10,840 Estimated 21 bus passes per month (7-months) for one participant's travel for employment, job interviews, job fairs, etc.	\$ 10,840.00			\$ 10,840.00
				\$ -
Mileage:				
mi./mo. x mos. x .58 cents/mi.				\$ -
<i>Subtotal</i>	\$ 10,840.00	\$ -		\$ 10,840.00
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location: 3407 Beulah St. Houston TX 77004				\$ -
Rent: \$1,890 per month x 7 months = \$13,230.00	13,230.00			\$ 13,230.00
				\$ -
				\$ -
Utilities:				
				\$ -
Electricity & Gas: \$110 per month x 7 months = \$770.00	770.00			\$ 770.00
Water: \$130 per month x 7 months = \$910.00	910.00			\$ 910.00
Telephone & Internet: \$50 per month x 7 months = \$350.	350.00			\$ 350.00
Other Utilities: Waste Disposal \$100 per month x 7 months = \$700.00	700.00			\$ 700.00
<i>Subtotal</i>	\$ 15,960.00	\$ -		\$ 15,960.00
Consumable Supplies (describe)				
				\$ -
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Rent, Lease of Equipment and Furniture				
				\$ -
				\$ -
<i>Rent, Lease Furniture Subtotal</i>	\$ -	\$ -		\$ -
Other Costs				
Direct Audit Costs				\$ -
Postage				\$ -
Direct payments / benefits to clients				\$ -
Program specific insurance				\$ -
Financial Assistance				\$ -
Other (specify):				\$ -
Other (specify):				\$ -
<i>Other Costs Subtotal</i>	\$ -	\$ -		\$ -
Non-Personnel Detail Total	\$ 26,800.00	\$ -		\$ 26,800.00

CDBG-CV Budget Summary

Program:	CDBG-CV1				
Name of Project:	Workforce Development Individualized Placement & Support (IPS)				
Grant Funds Requested by Activity	Activity No.	No. of units	HCCSD Award (Share)	LEVERAGE	TOTAL PRGM/ACT COSTS
Workforce Development Individualized Plac	1	75	163,475.05	-	163,475.05
0	2	0	-	-	-
Subtotals:			163,475.05	-	163,475.05

Exhibit C, Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 24 day of January, 2024

By

Signed by:

Leslie Bourne

60B7FFB16072402...

(Signature)

Leslie Bourne

Executive Director

(Type or Print Name and Title)

Covered Action: Covenant House Texas/Workforce Development-Individualized Placement & Support

Up to date as of 8/9/2023

Exhibit D, Conflict of Interest

All Applicants

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 CFR 570.611 and HOME regulations at 24 CFR 92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or Subrecipient that are receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between Harris County and <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Covenant House Texas</div> (Name of Organization)
<input type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name of Organization)
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name of Organization)
<input type="checkbox"/>	I certify that a conflict of interest does exist between <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name of subcontractor) _____ and <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

DocuSigned by: <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div>	
Signature of Authorized Agency Official	Date <u>1/24/2024</u>
Leslie Bourne Executive Director	
Typed Name and Title	

Up to date as of 8/9/2023

Exhibit E, Conflicts Disclosure Statement (p. 2)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Exhibit F, Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 15px;"> Name of Officer </div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="border: 1px solid black; height: 150px; margin-top: 10px; padding: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p>		<div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <p style="text-align: center; font-size: small;">Date</p>

Exhibit F, Conflict of Interest Questionnaire (p. 2)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit G, FEDERAL AWARD INFORMATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.211(b):

- Subrecipient's name (must match the name associated with its unique entity identifier): Covenant House Texas
- Subrecipient's unique entity identifier (DUNS): XKGTMMGWUH81
- Federal Award Identification Number (FAIN): B-20-UW-48-0002
- Catalog of Federal Domestic Assistance (CFDA): 14.218
- Federal Award Date: July 26, 2021
- Subaward Period of Performance Start and End Date: March 1, 2024 through September 30, 2024
- Amount of Federal Funds Obligated by this Agreement: PY2020 \$163,475.05
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: PY2020 \$163,475.05
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: PY2020 \$163,475.05
- Federal Award Program Description: Harris County has received CDBG-CV funds administered through the Department of Housing and Urban Development.. Harris County has elected to distribute CDBG-CV funding to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Housing and Urban Development
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Community Services Department, Attn: Thao Costis, 1111 Fannin St, 9th Floor, Houston, TX 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY AND COVENANT HOUSE TEXAS FOR WORKFORCE
DEVELOPMENT-INDIVIDUALIZED PLACEMENT & SUPPORT**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County and Covenant House Texas. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 2: Harris County officials and employees are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Order.

**AGREEMENT BETWEEN HARRIS COUNTY AND
INTERFAITH MINISTRIES FOR GREATER HOUSTON
FOR CDBG-CV MEALS ON WHEELS FOR GREATER HOUSTON**

I. RECITALS

THIS AGREEMENT is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein referred to as the “Grantee,” and Interfaith Ministries for Greater Houston, a Texas non-profit corporation, herein referred to as the “Subrecipient.”

WHEREAS, the Grantee has applied for and received Community Development Block Grant CARES ACT (CDBG-CV) funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., application numbers B-20-UW-48-0002, C2020-050G;

WHEREAS, the primary purpose of the Community Development Block Grant CARES Act (CDBG-CV) Program, 14.218 Catalog of Federal Domestic Assistance, pursuant to Title I of the Housing and Community Development Act of 1974, is to benefit low- and moderate-income persons and households;

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) to help America’s low-income families and most vulnerable citizens combat COVID-19. The CARES ACT (CDBG-CV) funds are made available to prevent, prepare for and respond to Coronavirus; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-CV funds, allocated to Grantee for the purpose of providing a public service, which is an eligible activity under the rules and regulations regarding CDBG-CV Program grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereincontained, it is agreed between the parties hereto that:

II. SCOPE OF SERVICES

A. Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering a PY2020 CDBG-CV Program in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program. The Subrecipient qualifies for the receipt and expenditure of such funding because the

individuals served are homeless, at risk of becoming homeless and reside within the unincorporated areas of Harris County and are low- and moderate-income persons and households that meet one of the CDBG criteria for National Objectives set out in 24 CFR 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low- to moderate-income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and Financial monitoring visits and/or investigations performed by the Grantee staff, the Harris County Auditor's staff, the U.S. Department of Housing and Urban Development (HUD), and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance or breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 CFR 200.339. The Subrecipient also agrees to be cooperative with monitoring and/or investigations performed by HUD and comply with their findings.

D. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in Exhibit B of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must be provided in a timely manner.

E. Homeless Management Information System (HMIS)

Subrecipients who serve persons who are homeless or at risk of homelessness must report client-level data, such as the number of persons served and their demographic information, in a HMIS. Victim service providers or a legal services provider may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on March 1, 2024 and end on September 30, 2024.

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B** (Budget). The Subrecipient understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and any changes to the budget summary, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to the Grantee for approval.

B Requesting a Budget Revision

Any proposed reallocation of funds among various budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Director of the Grantee, or their designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of Grantee management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee.

C. Maximum Amount to be Paid

Reimbursement will be the lower of the calculated unit cost recovery or actual cost of eligible expenditure line-items as approved. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement."

The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable Federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead

costs, of those items that serve only clients from the Grantee service area or clients that are homeless, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient confirms it has developed an indirect cost allocation plan and such has been approved by the appropriate cognizant agency. Further, those cost to be reimbursed and defined as follow:

- i. **Direct Costs** – Grantee will reimburse Subrecipient for all “direct costs” as defined in Appendix A of 2 CFR Part 230, and limited to those costs described by Part IV Section A of this Agreement and Exhibit B (Budget) and those items detailed by the Subrecipient to the Grantee during the RFP process.
- ii. **Indirect Costs** – Grantee will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency. IDC shall be consistent with those defined in Appendix A of 2 CFR Part 230. The IDC rate shall be no greater than the “final” or the “provisional” IDC approved rate supplied by the Subrecipient, for the effective periods covered and “applicable programs”. Reimbursement for IDC is subject to any subsequent adjustment of the provisional rate during the term of this Agreement. Subrecipient agrees to provide Grantee with any notices of changes to the “rate agreement” within 30 days of such changes and provide a documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Subrecipient final reimbursement claim submitted under this Agreement.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdown for the payment of eligible expenses and general administration shall be made against the budget, attached hereto as **Exhibit B**, and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the 10th working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in the Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later than thirty (30) days after completion of the Agreement period. Any requests received after thirty (30) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended CDBG-CV funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

G. Expenditure Performance

The Subrecipient shall immediately notify the Director of HCCSD, or their designee, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Director of HCCSD, or their designee, if it anticipates accomplishing the services set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the CDBG-CV funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee and **must be submitted within 30 days** after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement after the date of submission or receipt of the original request will be subject to approval by the Grantee. At Grantee discretion, no more than one Supplemental Request shall be allowed per month.

I. Program Income

The Subrecipient shall report all Program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.

K. Repayment of Ineligible Payments

IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and Subrecipient, as provided in **Exhibit A** (Scope of Services).

VI. SPECIAL CONDITIONS

A. Compliance with All Relevant Federal Requirements

The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 and all Federal regulations and policies issued concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

B Compliance with Eligibility Restrictions for Certain Resident Aliens

The Subrecipient agrees to comply with the requirements of 24 CFR 570.613, titled "Eligibility restrictions for certain resident aliens," in addition to all federal regulations and policies issued pursuant to these regulations. As stated in 24 CFR 570.613, certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Providers of benefits will be regarded as in compliance with this section if they obtain certifications from applicants that they are not in the status of restricted resident alien.

1. Benefits

"Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities

“Covered activities” under this section means activities meeting the requirements of § 570.208(a) that either: (1) Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons and households; or (2) Are targeted geographically or otherwise to primarily benefit low and moderate-income persons and households (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Programs Affected

“Programs affected” under this section are as follows:

- (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient’s grant.
- (2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
- (3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government’s grant by the State.
- (4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient’s grant.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient shall comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate in future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Independent Contractor

The Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

C Indemnity

THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY FOR GRANTOR'S RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

D Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall ~~not be construed to~~ affect a governmental entity's immunities under constitutional, statutory or common law.

E. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

2. Worker's Compensation Insurance

The Subrecipient also covenants and agrees to furnish Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement, and the Subrecipient shall require any sub-subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law.

Accordingly, ~~if the~~ Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code 406.003, such documentation of self-insurance shall be provided to Grantee prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Subrecipient shall submit to Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

4. Bonding

The Subrecipient agrees to provide bonding as required by 2 CFR 200.304.

F. Recognition of the Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be

prominently labeled as having been funded by “Harris County Community Services Department”. The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.

G. Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

H. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

I. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

J. Waivers / Alternative Requirements

HUD, in response to the COVID-19 pandemic and in an effort to streamline certain regulatory or compliance related processes, has begun issuing waivers and/or alternative requirements (“Waivers”) for certain procedures. Notwithstanding anything in this Agreement to the contrary, both Parties hereby acknowledge that any Waivers issued by HUD may affect the responsibilities and processes that would otherwise have been required of Subrecipient pursuant to this Agreement. Subrecipient may avail itself of any alternative requirements or refrain from following any procedures for which a Waiver has been issued, so long as such Waiver remains applicable and effective. In all instances, a determination by HUD will be determinative between the Parties as to which Waivers are effective and applicable to this Agreement.

K. Build America Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’s project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

VIII. ADMINISTRATIVE REQUIREMENTS

A Financial Management

The Subrecipient shall (1) comply with 2 CFR 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with 2 CFR 200.400 "Cost Principles" for all costs incurred whether charged on a direct or indirect basis.

B Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- f. Financial standards, as required by 24 CFR 570.502, and 2 CFR 200.
- g. Prior to submitting reimbursement requests, all monthly participant data information must be entered by Subrecipient into a Homeless Management Information System (HMIS), if applicable.
- h. Section 504 Self Evaluation and Transition Plan; and
- i. Other records necessary to document compliance with subpart K of 24 CFR Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. 570.505 and 570.506. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of five (5) years commencing with the Grantee's submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under

the Agreement are reported on for the final time and terminating upon the later of (i) the last day of such five (5) year's period, unless actions or issues regarding litigation, claims, audits, negotiations or other actions that involve any of the records cited arise prior to the end of such five (5)-year period or (ii) the resolution of all applicable audit findings

4. Reports

The Subrecipient shall furnish the following reports to Grantee:

- a. Project Status Report or similar report, submitted monthly, if applicable
- b. Monthly Narrative Report, if requested
- c. Client Data Report submitted monthly
- d. Tally Sheet submitted monthly
- e. Individual Eligibility Forms submitted monthly
- f. Employee Data Report submitted monthly
- g. HMIS Clients Served with Details, Clients in Program, and Clients Entering in Program Reports, submitted monthly, if applicable
- h. Reimbursement Request submitted monthly
- i. Cost Control Report submitted monthly
- j. Cost Worksheet submitted monthly
- k. Personnel Cost Worksheet submitted monthly
- l. Mid-Year Report.
- m. Annual Performance Report.
- n. Other reports as requested.

5. Deadlines

- a. Monthly reports are due within 10 working days of the end of the monthly reporting periods.
- b. Mid-Year Report is due within ten (10) working days after the end of the first six (6) months of the Agreement period.
- c. Annual Performance Report is due within ten (10) working days after the end of the Agreement period.
- d. Reimbursement requests received more than (60) days after the reporting month may not be honored with the exception of final reimbursement request which is due 30 days after completion of Agreement period (see IV. Expenses and Payment, F. Payment Procedures).

6. Audits & Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have

applicable, financial statements in accordance with AICPA's SSARS No.21 for

an annual agency audit conducted in accordance with 2 CFR 200.500 or if not review and compilations.

7. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections, as required by this Agreement, is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure materials in accordance with the requirements of 2 C.F.R. 200.318 "Procurement Standards," and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R. §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III "Time of Performance," or for such longer period of time as determined to be appropriate by the Grantee; or
- (b) Transferred to the Grantee; or
- (c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition of, or

- improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or
- (d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 24 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of time specified in paragraph (a) of this section expired.
 - (e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act, or any other applicable statute.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended); the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; 24 CFR 5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and all other applicable requirements of 24 CFR Part 570, Subpart K.

The Subrecipient agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

The Subrecipient will provide language assistance or ensure program information is available in the appropriate languages for the geographic area served by the Grantee and that limited English proficient persons have meaningful access to CDBG-CV assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact Grantee only after the complainant has exhausted the Subrecipient's internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach Grantee. The Subrecipient shall immediately notify Grantee of all grievances or complaints received by the Subrecipient.

6. Personally Identifiable Information (PII) and Confidentiality

Subrecipient must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information is found at 2 C.F.R. § 200.1.

Additionally, if the Subrecipient provides family violence prevention or treatment services, it shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual services and that the address or location of any program assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the Program.

C. Labor Standards

1. Wages

The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq.*, as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG-CV funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 CFR 570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG-CV program.

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived

conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit D**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The Subrecipient covenants that the Conflicts Disclosure Statement (**Exhibit E**) and/or the Conflict of Interest Questionnaire (**Exhibit F**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests may result in termination of this Agreement.

G. False Claims

The Subrecipient shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq.*); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause 24 CFR Part 75

1. Compliance

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both

targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

I. Subcontracts

1. Approvals

The Subrecipient may not subcontract any of its duties or obligations under this Agreement without the express written consent of the Grantee, unless such subcontracts were expressly disclosed and included as a part of the Subrecipient's original Request for Proposal (RFP). Any request for the right to use a subcontractor that was not disclosed in the Subrecipient's RFP shall include the name and address of the subcontractor and a copy of the proposed subcontract. The Grantee shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the procurement requirements of 2 CFR 200.318.

J. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may

apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C.A. § 306108) and the procedures set forth in 36 CFR Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 CFR 17.11 (as amended) and 50 CFR Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in

writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of Grantee management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the Agreement period, as specified in Section III. "Time of Performance" this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

C. With Cause

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee CDBG -CV Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

~~The~~ Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200.343 are completed to the satisfaction of the Grantee and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-CV funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with Grantee, with a copy to the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XIV. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Certification of Contracts, Grants, Loans and Cooperative Agreements
Exhibit D	Conflict of Interest
Exhibit E	Conflict Disclosure Statement
Exhibit F	Conflict of Interest Questionnaire

Exhibit G Federal Award Identification

ATTEST:

DocuSigned by:
By: Jennifer Leone
Name: Jennifer Leone
Date Signed: 1/25/2024

Interfaith Ministries for Greater Houston

DocuSigned by:
By: Martin Cominsky
Name: Martin B. Cominsky
Title: President & CEO

Date Signed: 2/5/2024

APPROVED AS TO FORM:

Christian Menefee
Harris County Attorney

By: Stanley Sun
Stanley Sun
Assistant County Attorney
CAO File No.: 24GEN0153

Date Signed: 01/23/2024

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

Date Signed: _____

Exhibit A, Scope of Services

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient through the Harris County Community Services Department's annual Request for Proposal (RFP) process or negotiated with the Grantee through the Harris County Consolidated Plan/Action Plan Amendments Policy Process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Community Development Block Grant- (CARES ACT) CDBG-CV program consistent with the program delivery stated in the approved proposal.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, & Economic Security (CARES) Act to help communities respond to the COVID-19 pandemic. The CARES Act included funding to add capacity to the U.S. Department of Housing & Urban (HUD)'s Community Development Block Grant.

II. Principal Task

The Subrecipient shall administer all activities in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

The Subrecipient shall be responsible for providing daily nutritious meals to eligible homebound seniors utilizing PY20 CDBG-CV funds during the term of this Agreement. Services must include:

<i>Activity</i>	<i>Unit Definition</i>	<i>Cost Per Unit of Service</i>	<i>Total No. of Units Per Activity</i>	<i>Total Cost Per Activity</i>	<i>Maximum Total Cost Per Year</i>	<i>PY2023 Number to Be Served</i>
Home Delivered Meals	One unit = one (1) delivered meal	3.01	68000	205000	205000	200

By September 30, 2024, the Subrecipient shall provide the above number of units of service to a minimum of the above number of unduplicated eligible persons. The Subrecipient agrees to sufficiently document services provided and maintain such documentation for Grantee monitoring.

The Subrecipient shall document demographic information, including race, ethnicity,

sex, and proof of income for all participants served, 51% of which must be from low- to moderate-income households. Falling below 51% on a quarterly basis may lead to a desk review concern or finding. The Subrecipient shall track its monthly benchmarks to ensure that 51% of the total beneficiaries served for the Program Year must be from low- to moderate- income households.

For participants who are homeless in accordance with the Emergency Solutions Grants (ESG) program 24 CFR 576.2 (1), (2), (3) or (4), the Subrecipient shall collect homelessness documentation prior to providing CDBG-CV services or documentation verifying that each person served resides within the Grantee service area and meets the specified requirement that at least 51% of all persons served are of low- and moderate-income households for each activity. If Subrecipient project was funded as a Presumed Benefit activity, Grantee will allow an incidental number of low- and moderate-income persons and households to be served with project funds in accordance with 24 CFR 570.506 (3).

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section VIII (B) (1), (2), (3), (4), and (5) of this Agreement.

Additional CDBG-CV Project Requirements when using CDBG-CV funds for Emergency Payments for Rental Assistance

- For rental assistance, the requirement that the funds must prevent, prepare for, or respond to coronavirus must be met for each assisted family. The assistance must be reasonable and necessary.
- Assistance cannot be provided for more than up to six (6) consecutive months.
- Lead-based paint requirements, (24 CFR Part 35) apply when emergency rental assistance exceeds 100 consecutive days from the point assistance is provided.
- Policies and procedures must be in place that are consistently applied, to ensure that the participant's residence receiving the CDBG-CV assistance for is in decent housing conditions.
- Duplication of Benefits (DOB) must be established and followed to ensure that DOB does not occur. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.
- Payments must be made directly to the landlord or utility provider on behalf of the individual or family, and not to the individual or family.

The Scope of Services to be provided by the Subrecipient may be amended to include other activities authorized under federal law that are approved in writing by the Grantee and within the same general type of services described herein

IV. Notice

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this

Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Thao Costis, Executive Director
Harris County Community Services
Department
8410 Lantern Point
Houston, Texas 77054

Subrecipient

Martin B. Cominsky, President & CEO
Interfaith Ministries for Greater
Houston
3303 Main Street
Houston , Texas 77002

Exhibit B, Budget

INTERFAITH MINISTRIES FOR GREATER HOUSTON CDBG-CV MEALS ON WHEELS FOR GREATER HOUSTON

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed TWO HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS (\$205,000.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Combined Activity Budget

Service Activity # 1

Activity: Home delivered meals to Harris County seniors

Number served: 68,000 (units/meals)

Expense Category	CDBG-CV1	Harris County	Leverage Funds	TOTAL BUDGET
Personnel		\$ -	\$ 63,630.00	\$ 63,630.00
Professional Fees/Contract Services		-	\$ -	\$ -
Travel		-	\$ -	\$ -
Lease Space		-	\$ -	\$ -
Consumables and Supplies		-	\$ -	\$ -
Rent, Lease Equipment		-	\$ -	\$ -
Other (Home delivered meals to clients)		205,000.00	\$ -	\$ 205,000.00
Total Activity Cost:		\$ 205,000.00	\$ 63,630.00	\$ 268,630.00
Unit Cost:		\$ 3.01		

Personnel Detail

Service Activity # 1

Activity: Home delivered meals to Harris County seniors

CDBG-CV1

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Allocated staff time -	0	\$ 9,090.00	7	-	63,630.00	Private Funds	63,630.00
drivers, coordinators,				-			-
data entry, managers,				-			-
warehouse, other				-			-
MOW employees				-			-
				-			-
				-			-
				-			-
Salary Subtotal				\$ -	\$ 63,630.00		\$ 63,630.00
Fringe Benefits							
FICA (7.65%)				\$ -			-
Worker's Compensation (not to exceed 5%)							-
Insurance							-
Retirement							-
Other Fringe Benefits (SUTA, cafeteria plans, etc.)							-
Fringe Benefits Subtotal				\$ -	\$ -		\$ -
Operations Personnel Total				\$ -	\$ 63,630.00		\$ 63,630.00

Non-Personnel Detail

Direct Costs for Service Activity #1

Activity: Home delivered meals to Harris County seniors

CDBG-CV1

Description	Harris County Grant Funds	Leverage Funds (not required)	Leverage Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for match)				
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Travel & Training (ineligible shelter cost)				
Type of Training				
				\$ -
				\$ -
Type of Travel (non-mileage)				
				\$ -
				\$ -
				\$ -
				\$ -
Mileage:				
mi./mo. x mos. x .58 cents/mi.				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location:				\$ -
Rent: sq. ft. @ \$ /ft./year				\$ -
				\$ -
				\$ -
Utilities:				\$ -
Electricity				\$ -
Water				\$ -
Telephone				\$ -
Other Utilities:				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Consumable Supplies (describe)				
				\$ -
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Rent, Lease of Equipment and Furniture				
				\$ -
				\$ -
<i>Rent, Lease Furniture Subtotal</i>	\$ -	\$ -		\$ -
Other Costs				
Direct Audit Costs				\$ -
Postage				\$ -
Direct payments / benefits to clients				\$ -
Program specific insurance				\$ -
Financial Assistance				\$ -
Other (specify): Home delivered meals to clients	205,000.00	-		\$ 205,000.00
Other (specify):				\$ -
<i>Other Costs Subtotal</i>	\$ 205,000.00	\$ -		\$ 205,000.00
Non-Personnel Detail Total	\$ 205,000.00	\$ -		\$ 205,000.00

CDBG-CV Budget Summary					
Program:	CDBG-CV1				
Name of Project:	Meals on Wheels for Greater Houston				
Grant Funds Requested by Activity	Activity No.	No. of units	HCCSD Award (Share)	LEVERAGE	TOTAL PRGM/ACT COSTS
Home delivered meals to Harris County seniors	1	68,000	\$ 205,000	63,630	\$ 268,630
0	2	0	\$ -	-	-
Subtotals:			\$ 205,000	\$ 63,630	\$ 268,630
Summary of Funds from other sources (Entity name and type) of funding (Leveraging):	Activity No.	No. of Units			
United Way, private foundations	1	68000	63,630		
	2	0	-		
Subtotal:			\$ 63,630		

Exhibit C, Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 5 day of February, 2024.

By 
402E09C2E02B46D... (Signature)

Martin Cominsky President and CEO, Interfaith Ministries
(Type or Print Name and Title)

Covered Action: Interfaith Ministries for Greater Houston/CDBG-CV Meals on Wheels for Greater Houston

Up to date as of 8/9/2023

Exhibit D, Conflict of Interest

All Applicants

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 CFR 570.611 and HOME regulations at 24 CFR 92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or Subrecipient that are receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between Harris County and <u>Interfaith Ministries for Greater Houston</u> <small>(Name of Organization)</small>
<input type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and <small>(Name of Organization)</small>
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and <small>(Name of Organization)</small>
<input type="checkbox"/>	I certify that a conflict of interest does exist between <small>(Name of subcontractor)</small> and <small>(Name of Organization)</small>

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

DocuSigned by: 	
Signature of Authorized Agency Official	Date <u>2/5/2024</u>
Martin Cominsky, President and CEO, Interfaith Ministries	
Typed Name and Title	

Up to date as of 8/9/2023

Exhibit E, Conflicts Disclosure Statement (p. 2)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Exhibit F, Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="margin-top: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div> <div style="margin-top: 20px; display: flex; justify-content: space-between;"> <div style="width: 60%;"> <hr style="width: 100%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 100%; margin: 0;"/> Date </div> </div>		

Exhibit F, Conflict of Interest Questionnaire (p. 2)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Exhibit G, FEDERAL AWARD INFORMATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.211(b):

- Subrecipient's name (must match the name associated with its unique entity identifier): Interfaith Ministries for Greater Houston
- Subrecipient's unique entity identifier (DUNS): RGJSGULQFMF8
- Federal Award Identification Number (FAIN): B-20-UW-48-0002
- Catalog of Federal Domestic Assistance (CFDA): 14.218
- Federal Award Date: July 26, 2021
- Subaward Period of Performance Start and End Date: March 1, 2024 through September 30, 2024
- Amount of Federal Funds Obligated by this Agreement: PY2020 \$205,000.00
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: PY2020 \$205,000.00
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: PY2020 \$205,000.00
- Federal Award Program Description: Harris County has received CDBG-CV funds administered through the Department of Housing and Urban Development.. Harris County has elected to distribute CDBG-CV funding to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Housing and Urban Development
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Community Services Department, Attn: Thao Costis, 1111 Fannin St, 9th Floor, Houston, Tx. 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY AND INTERFAITH MINISTRIES FOR GREATER HOUSTON FOR
CDBG-CV MEALS ON WHEELS FOR GREATER HOUSTON**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County and Interfaith Ministries for Greater Houston. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 2: Harris County officials and employees are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Order.

AGREEMENT BETWEEN HARRIS COUNTY AND NORTHWEST ASSISTANCE MINISTRIES FOR HARRIS COUNTY CV HOUSING PROGRAM

I. RECITALS

THIS AGREEMENT is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein referred to as the “Grantee,” and Northwest Assistance Ministries, a Texas non-profit corporation, herein referred to as the “Subrecipient.”

WHEREAS, the Grantee has applied for and received Community Development Block Grant CARES ACT (CDBG-CV) funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., application numbers B-20-UW-48-0002, C2020-050H;

WHEREAS, the primary purpose of the Community Development Block Grant CARES Act (CDBG-CV) Program, 14.218 Catalog of Federal Domestic Assistance, pursuant to Title I of the Housing and Community Development Act of 1974, is to benefit low- and moderate-income persons and households;

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) to help America’s low-income families and most vulnerable citizens combat COVID-19. The CARES ACT (CDBG-CV) funds are made available to prevent, prepare for and respond to Coronavirus.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-CV funds, allocated to Grantee for the purpose of providing a public service, which is an eligible activity under the rules and regulations regarding CDBG-CV Program grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

II. SCOPE OF SERVICES

A. Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq., and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering a PY2020 CDBG-CV Program in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program. The Subrecipient qualifies for the receipt and expenditure of such funding because the individuals served are homeless, at risk of becoming homeless and reside within the

unincorporated areas of Harris County and are low- and moderate-income persons and households that meet one of the CDBG criteria for National Objectives set out in 24 CFR 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low- to moderate-income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and Financial monitoring visits and/or investigations performed by the Grantee staff, the Harris County Auditor's staff, the U.S. Department of Housing and Urban Development (HUD), and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance or breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 CFR 200.339. The Subrecipient also agrees to be cooperative with monitoring and/or investigations performed by HUD and comply with their findings.

D. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in Exhibit B of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must be provided in a timely manner.

E. Homeless Management Information System (HMIS)

Subrecipients who serve persons who are homeless or at risk of homelessness must report client-level data, such as the number of persons served and their demographic information, in a HMIS. Victim service providers or a legal services provider may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on March 1, 2024 and end on September 30, 2024.

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B** (Budget). The Subrecipient understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and any changes to the budget summary, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to the Grantee for approval.

B Requesting a Budget Revision

Any proposed reallocation of funds among various budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Director of the Grantee, or their designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of Grantee management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee.

C. Maximum Amount to be Paid

Reimbursement will be the lower of the calculated unit cost recovery or actual cost of eligible expenditure line-items as approved. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement."

The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above-mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable Federal rules, regulations, cost

principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service area or clients that are homeless, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient confirms it has developed an indirect cost allocation plan and such has been approved by the appropriate cognizant agency. Further, those cost to be reimbursed and defined as follow:

- i. **Direct Costs** – Grantee will reimburse Subrecipient for all “direct costs” as defined in Appendix A of 2 CFR Part 230, and limited to those costs described by Part IV Section A of this Agreement and Exhibit B (Budget) and those items detailed by the Subrecipient to the Grantee during the RFP process.
- ii. **Indirect Costs** – Grantee will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency. IDC shall be consistent with those defined in Appendix A of 2 CFR Part 230. The IDC rate shall be no greater than the “final” or the “provisional” IDC approved rate supplied by the Subrecipient, for the effective periods covered and “applicable programs”. Reimbursement for IDC is subject to any subsequent adjustment of the provisional rate during the term of this Agreement. Subrecipient agrees to provide Grantee with any notices of changes to the “rate agreement” within 30 days of such changes and provide a documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Subrecipient final reimbursement claim submitted under this Agreement.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdown for the payment of eligible expenses and general administration shall be made against the budget, attached hereto as **Exhibit B**, and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the 10th working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in the Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later than thirty (30) days after completion of the Agreement period. Any requests received after thirty (30) days will not be processed for payment and this Agreement will become void

and the remaining funds de-obligated. All unexpended CDBG-CV funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

G. Expenditure Performance

The Subrecipient shall immediately notify the Director of HCCSD, or their designee, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Director of HCCSD, or their designee, if it anticipates accomplishing the services set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the CDBG-CV funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee and **must be submitted within 30 days** after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement after the date of submission or receipt of the original request will be subject to approval by the Grantee. At Grantee discretion, no more than one Supplemental Request shall be allowed per month.

I. Program Income

The Subrecipient shall report all Program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.

K. Repayment of Ineligible Payments

IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and Subrecipient, as provided in **Exhibit A** (Scope of Services).

VI. SPECIAL CONDITIONS

A. Compliance with All Relevant Federal Requirements

The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 and all Federal regulations and policies issued concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

B Compliance with Eligibility Restrictions for Certain Resident Aliens

The Subrecipient agrees to comply with the requirements of 24 CFR 570.613, titled "Eligibility restrictions for certain resident aliens," in addition to all federal regulations and policies issued pursuant to these regulations. As stated in 24 CFR 570.613, certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Providers of benefits will be regarded as in compliance with this section if they obtain certifications from applicants that they are not in the status of restricted resident alien.

1. Benefits

"Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displaces are entitled by law.

2. Covered Activities

“Covered activities” under this section means activities meeting the requirements of § 570.208(a) that either: (1) Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons and households; or (2) Are targeted geographically or otherwise to primarily benefit low and moderate-income persons and households (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Programs Affected

“Programs affected” under this section are as follows:

- (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient’s grant.
- (2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
- (3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government’s grant by the State.
- (4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient’s grant.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient shall comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate in future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Independent Contractor

The Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal

right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

C Indemnity

THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

D Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, not be

construed to affect a governmental entity's immunities under constitutional, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall statutory or common law.

E. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

2. Worker's Compensation Insurance

The Subrecipient also covenants and agrees to furnish Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement, and the Subrecipient shall require any sub-subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law.

Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code 406.003, such documentation of self-insurance shall be provided to Grantee prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Subrecipient shall submit to Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

4. Bonding

The Subrecipient agrees to provide bonding as required by 2 CFR 200.304.

F. Recognition of the Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by "Harris County Community Services Department". The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.

G. Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

H. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

I. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

J. Waivers / Alternative Requirements

HUD, in response to the COVID-19 pandemic and in an effort to streamline certain regulatory or compliance related processes, has begun issuing waivers and/or alternative requirements ("Waivers") for certain procedures. Notwithstanding anything in this Agreement to the contrary, both Parties hereby acknowledge that any Waivers issued by HUD may affect the responsibilities and processes that would otherwise have been required of Subrecipient pursuant to this Agreement. Subrecipient may avail itself of any alternative requirements or refrain from following any procedures for which a Waiver has been issued, so long as such Waiver remains applicable and effective. In all instances, a determination by HUD will be determinative between the Parties as to which Waivers are effective and applicable to this Agreement.

K. Build America Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to

BABA requirements, unless excepted by a waiver.

VIII. ADMINISTRATIVE REQUIREMENTS

A Financial Management

The Subrecipient shall (1) comply with 2 CFR 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with 2 CFR 200.400 "Cost Principles" for all costs incurred whether charged on a direct or indirect basis.

B Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- f. Financial standards, as required by 24 CFR 570.502, and 2 CFR 200.
- g. Prior to submitting reimbursement requests, all monthly participant data information must be entered by Subrecipient into a Homeless Management Information System (HMIS), if applicable.
- h. Section 504 Self Evaluation and Transition Plan; and
- i. Other records necessary to document compliance with subpart K of 24 CFR Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. 570.505 and 570.506. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical

records and all other records pertinent to this Agreement for a period of five (5) years commencing with the Grantee's submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time and terminating upon the later of (i) the last day of such five (5) year's period, unless actions or issues regarding litigation, claims, audits, negotiations or other actions that involve any of the records cited arise prior to the end of such five (5)-year period or (ii) the resolution of all applicable audit findings

4. Reports

The Subrecipient shall furnish the following reports to Grantee:

- a. Project Status Report or similar report, submitted monthly, if applicable
- b. Monthly Narrative Report, if requested
- c. Client Data Report submitted monthly
- d. Tally Sheet submitted monthly
- e. Individual Eligibility Forms submitted monthly
- f. Employee Data Report submitted monthly
- g. HMIS Clients Served with Details, Clients in Program, and Clients Entering in Program Reports, submitted monthly, if applicable
- h. Reimbursement Request submitted monthly
- i. Cost Control Report submitted monthly
- j. Cost Worksheet submitted monthly
- k. Personnel Cost Worksheet submitted monthly
- l. Mid-Year Report.
- m. Annual Performance Report.
- n. Other reports as requested.

5. Deadlines

- a. Monthly reports are due within 10 working days of the end of the monthly reporting periods.
- b. Mid-Year Report is due within ten (10) working days after the end of the first six (6) months of the Agreement period.
- c. Annual Performance Report is due within ten (10) working days after the end of the Agreement period.
- d. Reimbursement requests received more than (60) days after the reporting month may not be honored with the exception of final reimbursement request which is due 30 days after completion of Agreement period (see IV. Expenses and Payment, F. Payment Procedures).

6. Audits & Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit

applicable, financial statements in accordance with AICPA's SSARS No.21 for reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not review and compilations.

7. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections, as required by this Agreement, is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure materials in accordance with the requirements of 2 C.F.R. 200.318 "Procurement Standards," and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R. §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III "Time of Performance or for such longer period of time as determined to be appropriate by the Grantee; or
- (b) Transferred to the Grantee; or
- (c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize

the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition of, or improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or

- (d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 24 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of time specified in paragraph (a) of this section expired.
- (e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act, or any other applicable statute.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended); the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; 24 CFR 5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and all other applicable requirements of 24 CFR Part 570, Subpart K.

The Subrecipient agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

The Subrecipient will provide language assistance or ensure program information is available in the appropriate languages for the geographic area served by the Grantee and that limited English proficient persons have meaningful access to CDBG-CV assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro -Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact Grantee only after the complainant has exhausted the Subrecipient's internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach Grantee. The Subrecipient shall immediately notify Grantee of all grievances or complaints received by the Subrecipient.

6. Personally Identifiable Information (PII) and Confidentiality

Subrecipient must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information is found at 2 C.F.R. § 200.1.

Additionally, if the Subrecipient provides family violence prevention or treatment services, it shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual services and that the address or location of any program assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the Program.

C. Labor Standards

1. Wages

The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq.*, as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug-Free Workplace Act of 1988. Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG-CV funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 CFR 570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG-CV program.

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit D**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period.

In applying for CDBG-CV funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The Subrecipient covenants that the Conflicts Disclosure Statement (**Exhibit E**) and/or the Conflict-of-Interest Questionnaire (**Exhibit F**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests may result in termination of this Agreement.

G. False Claims

The Subrecipient shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq.*); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause 24 CFR Part 75

1. Compliance

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that

employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

I. Subcontracts

1. Approvals

The Subrecipient may not subcontract any of its duties or obligations under this Agreement without the express written consent of the Grantee, unless such subcontracts were expressly disclosed and included as part of the Subrecipient's original Request for Proposal (RFP). Any request for the right to use a subcontractor that was not disclosed in the Subrecipient's RFP shall include the name and address of the subcontractor and a copy of the proposed subcontract. The Grantee shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to

assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the procurement requirements of 2 CFR 200.318.

J. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C.A. § 306108) and the procedures set forth in 36 CFR Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 CFR 17.11 (as amended) and 50 CFR Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

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

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of Grantee management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the Agreement period, as specified in Section III. "Time of Performance" this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

C. With Cause

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee CDBG -CV Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200.343 are completed to the satisfaction of the Grantee and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-CV funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with Grantee, with a copy to the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XIV. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Certification of Contracts, Grants, Loans and Cooperative Agreements
Exhibit D	Conflict of Interest
Exhibit E	Conflict Disclosure Statement
Exhibit F	Conflict of Interest Questionnaire

Exhibit G Federal Award Identification

ATTEST:

DocuSigned by:

By:

Allison Booker Brooks

Name:

Allison Booker Brooks

Date Signed:

2/5/2024

Northwest Assistance Ministries

DocuSigned by:

By:

Les Cave

Name:

Les Cave

Title:

President

Date Signed:

2/6/2024

APPROVED AS TO FORM:

Christian Menefee

Harris County Attorney

By:

Alexa Moores

Alexa Moores

Assistant County Attorney

CAO File No.: 24GEN0144

Date Signed:

2/2/24

HARRIS COUNTY

By:

Lina Hidalgo

HARRIS COUNTY JUDGE

Date Signed:

Exhibit A, Scope of Services

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient through the Harris County Community Services Department's annual Request for Proposal (RFP) process or negotiated with the Grantee through the Harris County Consolidated Plan/Action Plan Amendments Policy Process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Community Development Block Grant- (CARES ACT) CDBG-CV program consistent with the program delivery stated in the approved proposal.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, & Economic Security (CARES) Act to help communities respond to the COVID-19 pandemic. The CARES Act included funding to add capacity to the U.S. Department of Housing & Urban (HUD)'s Community Development Block Grant.

II. Principal Task

The Subrecipient shall administer all activities in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

The Subrecipient shall be responsible for providing housing stability services to at-risk persons. Services will include housing stability case management, financial assistance and other supportive services. utilizing PY20 CDBG-CV funds during the term of this Agreement. Services must include:

<i>Activity</i>	<i>Unit Definition</i>	<i>Cost Per Unit of Service</i>	<i>Total No. of Units Per Activity</i>	<i>Total Cost Per Activity</i>	<i>Maximum Total Cost Per Year</i>	<i>PY2023 Number to Be Served</i>
Housing Stability Services	One unit = one (1) session of case management and	7216.23	100	721623.1	721623.1	100

	financial assistance					
--	-------------------------	--	--	--	--	--

By September 30, 2024, the Subrecipient shall provide the above number of units of service to a minimum of the above number of unduplicated eligible persons. The Subrecipient agrees to sufficiently document services provided and maintain such documentation for Grantee monitoring.

The Subrecipient shall document demographic information, including race, ethnicity, sex, and proof of income for all participants served, 51% of which must be from low- to moderate-income households. Falling below 51% on a quarterly basis may lead to a desk review concern or finding. The Subrecipient shall track its monthly benchmarks to ensure that 51% of the total beneficiaries served for the Program Year must be from low- to moderate- income households.

For participants who are homeless in accordance with the Emergency Solutions Grants (ESG) program 24 CFR 576.2 (1), (2), (3) or (4), the Subrecipient shall collect homelessness documentation prior to providing CDBG-CV services or documentation verifying that each person served resides within the Grantee service area and meets the specified requirement that at least 51% of all persons served are of low- and moderate-income households for each activity. If Subrecipient project was funded as a Presumed Benefit activity, Grantee will allow an incidental number of low- and moderate-income persons and households to be served with project funds in accordance with 24 CFR 570.506 (3).

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section VIII (B) (1), (2), (3), (4), and (5) of this Agreement.

Additional CDBG-CV Project Requirements when using CDBG-CV funds for Emergency Payments for Rental Assistance

- For rental assistance, the requirement that the funds must prevent, prepare for, or respond to coronavirus must be met for each assisted family. The assistance must be reasonable and necessary.
- Assistance cannot be provided for more than up to six (6) consecutive months.
- Lead-based paint requirements, (24 CFR Part 35) apply when emergency rental assistance exceeds 100 consecutive days from the point assistance is provided.
- Policies and procedures must be in place that are consistently applied, to ensure that the participant's residence receiving the CDBG-CV assistance for is in decent housing conditions.
- Duplication of Benefits (DOB) must be established and followed to ensure that DOB does not occur. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.
- Payments must be made directly to the landlord or utility provider on behalf of the individual or family, and not to the individual or family.

The Scope of Services to be provided by the Subrecipient may be amended to include

other activities authorized under federal law that are approved in writing by the Grantee and within the same general type of services described herein

IV. Notice

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Thao Costis, Executive Director	Les Cave, President & CEO
Harris County Community Services Department	Northwest Assistance Ministries
8410 Lantern Point	1555 Kuykendahl Road
Houston, Texas 77054	Houston , Texas 77090

Exhibit B, Budget

NORTHWEST ASSISTANCE MINISTRIES HARRIS COUNTY CV HOUSING PROGRAM

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed SEVEN HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS AND TEN CENTS (\$721,623.10), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Combined Activity Budget			
Service Activity # 1			
Activity: Support Services to Maintain Housing			
Number served: 100		rev. 1/8/24	
Expense Category	Harris County Grant Funds CDBG-CV1 & CDBG-CV3		TOTAL BUDGET
Personnel	\$ 155,975.55	\$ -	\$ 155,975.55
Professional Fees/Contract Services	\$ 13,000.00	\$ -	\$ 13,000.00
Travel	\$ -	\$ -	\$ -
Space Cost	\$ -	\$ -	\$ -
Consumables and Supplies	\$ 7,500.00	\$ -	\$ 7,500.00
Rent, Lease Equipment	\$ -	\$ -	\$ -
Other (audit, insurance, office content, etc.)	\$ 45,147.55	\$ -	\$ 45,147.55
Rental Assistance	\$ 450,000.00	\$ -	\$ 450,000.00
Utilities Assistance	\$ 50,000.00	\$ -	\$ 50,000.00
Total Activity Cost:	\$ 721,623.10	\$ -	\$ 721,623.10
Unit Cost:	\$ 7,216.23		

Personnel Detail

REVISED/dh

1/8/2024

Service Activity # 1

CDBG-CV1 & CDBG-CV3

Activity: Support Services to Maintain Housing

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Case Manager	3	\$ 4,333.33	7	90,999.93			90,999.93
Client Services Director	0.25	\$ 5,600.00	7	9,800.00			9,800.00
CS Intake Specialist	0.2	\$ 3,800.00	7	5,320.00			5,320.00
Database Analyst	0.2	\$ 6,000.00	7	8,400.00			8,400.00
Senior Accountant	0.2	\$ 5,000.00	7	7,000.00			7,000.00
							-
				-			-
Salary Subtotal				\$ 121,519.93	\$ -		\$ 121,519.93
Fringe Benefits							
FICA (7.65%)				\$ 9,296.27			9,296.27
Worker's Compensation (not to exceed 5%)				3,645.60			3,645.60
Insurance				15,550.15			15,550.15
Retirement							-
Other Fringe Benefits (SUTA, cafeteria plans, etc.)				5,963.60			5,963.60
Fringe Benefits Subtotal				\$ 34,455.62	\$ -		\$ 34,455.62
Operations Personnel Total				\$ 155,975.55	\$ -		\$ 155,975.55

Non-Personnel Detail

Direct Costs for Service Activity #1
CDBG-CV1 & CDBG-CV3
Activity: Support Services to Maintain Housing

Description	Harris County Grant Funds	Leverage Funds (not required)	Leverage Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for match)				
Contract Therapist - 200 hours of counseling provided to clients as needed by in-house contract therapist at \$65/hr	\$ 13,000.00			\$ 13,000.00
<i>Subtotal</i>	\$ 13,000.00	\$ -		\$ 13,000.00
Travel & Training (ineligible shelter cost)				
Type of Training				
				\$ -
Type of Travel (non-mileage)				\$ -
				\$ -
Mileage:				
mi./mo. x mos. x .58 cents/mi.				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location:				\$ -
Rent: sq. ft. @ \$ /ft./year				\$ -
				\$ -
				\$ -
Utilities:				\$ -
Electricity				\$ -
Water				\$ -
Telephone				\$ -
Other Utilities:				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Consumable Supplies (describe)				
Includes pc and printer for case managers, file cabinets and office supplies	7,500.00			\$ 7,500.00
<i>Subtotal</i>	\$ 7,500.00	\$ -		\$ 7,500.00
Rent, Lease of Equipment and Furniture				
				\$ -
				\$ -
<i>Rent, Lease Furniture Subtotal</i>	\$ -	\$ -		\$ -
Other Costs				
Direct Audit Costs				\$ -
Postage				\$ -
Direct payments / benefits to clients				\$ -
Program specific insurance				\$ -
Financial Assistance				\$ -
Transportation Assistance - provides bus passes and/or Lyft or Uber credit to 50 clients at \$100 each	\$ 5,000.00			\$ 5,000.00
Food Assistance - provides a \$75 food voucher every quarter for 100 families	\$ 22,500.00			\$ 22,500.00
				\$ -
				\$ -
Other (specify): Indirect Costs; 10% of Direct	17,647.55			\$ 17,647.55
Other (specify)				\$ -
<i>Other Costs Subtotal</i>	\$ 45,147.55	\$ -		\$ 45,147.55
Rental Assistance				
Up to 3 months at an average of \$1,500 for 100 families; includes application fees, deposits and up to 2 months in arrears.	\$ 450,000.00			\$ 450,000.00
<i>Rental Assistance Subtotal</i>	\$ 450,000.00	\$ -		\$ 450,000.00
Utilities Assistance				
an average of \$500 in utility assistance for 100 families	\$ 50,000.00			\$ 50,000.00
<i>Utilities Assistance Subtotal</i>	\$ 50,000.00	\$ -		\$ 50,000.00
Non-Personnel Detail Total	\$ 565,647.55	\$ -		\$ 565,647.55

CDBG-CV Budget Summary

Program:	CDBG-CV	CDBG-CV1 & CDBG-CV3 rev. 1/8/24			
Name of Project:	NAM - Harris County CV Housing				
Grant Funds Requested by Activity	Activity No.	No. of units	HCCSD Award (Share)	LEVERAGE	TOTAL PRGM/ACT COSTS
Support Services to Maintain Housing	1	100	721,623.10	-	721,623.10
0	2	0	-	-	-
Subtotals:			721,623.10	\$ -	721,623.10

Exhibit C, Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 6 day of February

Signed by: 2024
Les Cave
58D8302D1411495...
 (Signature)
Les Cave President
 (Type or Print Name and Title)

Covered Action: Northwest Assistance Ministries/Harris County CV Housing Program

Up to date as of 8/9/2023

Exhibit D, Conflict of Interest

All Applicants

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 CFR 570.611 and HOME regulations at 24 CFR 92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or Subrecipient that are receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between Harris County and <u>Northwest Assistance Ministries</u> <small>(Name of Organization)</small>
<input type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and <small>(Name of Organization)</small>
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and <small>(Name of Organization)</small>
<input type="checkbox"/>	I certify that a conflict of interest does exist between _____ and _____ <small>(Name of subcontractor)</small> <small>(Name of Organization)</small>

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

DocuSigned by: 	
Signature of Authorized Agency Official	Date <u>2/6/2024</u>
Les Cave President	
Typed Name and Title	

Up to date as of 8/9/2023

Exhibit E, Conflicts Disclosure Statement (p. 2)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Exhibit F, Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 20px;"> _____ Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="margin-top: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
<div style="border: 1px solid black; padding: 2px;"> Signature of vendor doing business with the governmental entity </div>		<div style="border: 1px solid black; padding: 2px;"> Date </div>

Exhibit F, Conflict of Interest Questionnaire (p. 2)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit G, FEDERAL AWARD INFORMATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.211(b):

- Subrecipient's name (must match the name associated with its unique entity identifier): Northwest Assistance Ministries
- Subrecipient's unique entity identifier (DUNS): TKQVT6RLF515
- Federal Award Identification Number (FAIN): B-20-UW-48-0002
- Catalog of Federal Domestic Assistance (CFDA): 14.218
- Federal Award Date: July 26, 2021
- Subaward Period of Performance Start and End Date: March 1, 2024 through September 30, 2024
- Amount of Federal Funds Obligated by this Agreement: PY2020 \$721,623.10
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: PY2020 \$721,623.10
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: PY2020 \$721,623.10
- Federal Award Program Description: Harris County has received CDBG-CV funds administered through the Department of Housing and Urban Development.. Harris County has elected to distribute CDBG-CV funding to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Housing and Urban Development
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Community Services Department, Attn: Thao Costis, 1111 Fannin St, 9th Floor, Houston, Tx. 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY AND NORTHWEST ASSISTANCE MINISTRIES FOR HARRIS
COUNTY CV HOUSING PROGRAM**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County and **NORTHWEST ASSISTANCE MINISTRIES**. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 2: Harris County officials and employees are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Order.