



HARRIS COUNTY, TEXAS

Office of Management and Budget 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135

Grants Coordination Section - Conveyance Form Application ☐ Award ☒

Department Name / Number	DUNs	Grant Title
Community Services - 289	Not Applicable	Homeless Youth Services Program PY 2022
Funding Source: Texas Department of Housing and Community Affairs: CFDA#	Grant Agency: City of Houston	
Program Year: 2 nd	Program Ending:	
Grant Begin Date: 11/01/2021	Grant End Date: 08/31/2022	
Grant Org. Key:	If applicable, Prior Year Org. Key: CCC_2019	

Grant Description:

The Homeless Housing and Services Program (HHSP) was established during the 81st Texas Legislature through an appropriations rider and codified during the 82nd Texas Legislature. Through HHSP, the state provides funding to the nine largest cities in support of services to homeless individuals and families. Cities currently served through HHSP include Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Houston, Plano and San Antonio.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$250,864.00	\$250,864.00	\$0.00
Non-Labor	\$0.00	\$0.00	\$0.00
Sub Tot. Incremental Cost	\$250,864.00	\$250,864.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00*
TOTALS	\$250,864.00	\$250,864.00	\$0.00

* under development

Full Time Equivalent Positions

4.30

Date Guidelines are Available

% of Positions Paid by Grant

100.00 %

Grant Submittal Deadline Date

Grant Discussion:

The application for this award was not presented to Commissioners Court. The Homeless Youth Services Program provides housing case management services to eligible youth headed (ages 18-24) households in an effort to enhance housing stability, maintain independent living and provide linkages to community support agencies. Grant funds will be used by the Community Services Department to cover 3 Case Managers, 1 Housing Navigator, and 1 Administrative Assistant to assist 60 eligible youth in this program. No local match is required.

County Funded Cost Projection

Year	Required	Discretionary
2022	-	-
2023	-	-
2024	-	-
2025	-	-
2026	-	-

Completed by :

Michael Mattingly

Mattingly, Mike

Date :

7/27/22

Reviewed by :

[Signature]

Date :

7/27/22

Harris County Community Services Department

Executive Summary

City HYSP PY2022 Contract Addendum

July 26, 2022

On March 24, 2020, the Commissioner's Court approved the acceptance of the Child Care Council's PY2020 City of Houston's HYSP/TDHCA Homeless Youth Services Program award and executed a grant agreement with the Child Care Council for the total award amount of \$199,141.00 for the purpose of providing Case Management Homeless services to Harris County residents experiencing homelessness and or at risk of homelessness.

On May 25, 2022, HCCSD received notification from the Child Care Council of Greater Houston, Inc. that HCCSD was granted an extension to the Texas Department of Housing and Community Affairs (TDHCA) Homeless Housing Services Program (HHSP) through August 31, 2022 for HYSP funding in the amount of \$250,864.00. This item would allow Community Services to accept the grant award.

It is recommended that Commissioners Court approve HCCSD's acceptance of additional funding for PY2022 from the City HYSP funds to continue serving Harris County Youth residents who are risk of homelessness and or homeless. The additional grant award in the amount of \$250,864.00 will allow Harris County to continue to provide Case Management services to 60 eligible youth.

**ADDENDUM TO AGREEMENT BETWEEN HARRIS COUNTY AND CHILD CARE
COUNCIL OF GREATER HOUSTON, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas through its Harris Community Services Department, and Child Care Council of Greater Houston, Inc., ("Child Care Council"). County and Child Care Council are referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

The County and Child Care Council wish to enter into an agreement for the 2021 Texas Homeless Housing and Services Program – Homeless Youth Services Program ("HYSP");

Child Care Council has represented that it is fully qualified, capable, and willing to provide reimbursement for costs to the County;

Harris County, as a Texas county, is restricted by the Constitution of the State of Texas, the Texas Local Government Code, the Texas Government Code, and other statutes from entering into some of the contractual provisions set forth in the attached Contract.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, the parties agree to the provisions contained in the Contract (Attachment "A") as modified by this Addendum (collectively referred to as the "Agreement"). In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, or any other terms and conditions, this Addendum shall control.

**I.
*Term***

This Agreement is effective upon execution and shall continue until August 31, 2022, unless earlier terminated. The Parties agree that during the term of this Agreement, the County may seek from Child Care Council reimbursement for costs related to the Agreement incurred from November 1, 2021 to August 31, 2022.

Notwithstanding any provision contained in the Contract or elsewhere, the County may terminate this Agreement at any time, either with or without cause, by giving thirty (30) days written notice to Child Care Council.

In the event this Agreement is terminated by the County under this provision, County shall be reimbursed for expenses incurred through the termination date on a pro-rata basis.

II.

Texas Public Information Act

Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Child Care Council agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Child Care Council expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Child Care Council.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Child Care Council for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Child Care Council's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Child Care Council under this Agreement, then the County will promptly notify Child Care Council of such request. Child Care Council may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Child Care Council is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Child Care Council is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. Child Care Council affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Child Care Council and agents acting on behalf of Child Care Council and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

III.

Independent Parties

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Child Care Council has no authority to bind or otherwise obligate the

County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Child Care Council.

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CHILD CARE COUNCIL IS NOT AN INDEPENDENT CONTRACTOR, CHILD CARE COUNCIL AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.

Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

IV.

No Personal Liability; No Waiver of Immunity

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of County. The Parties agree that no provision of the Agreement extends County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. County does not agree to binding arbitration, nor does County waive its right to a jury trial.

V.

Applicable Law and Venue

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

If any provision of the Agreement or this Addendum are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

The failure of either Party to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

VI.

Notice

Any notice, report, invoice, or other document required or permitted to be given or made under this Agreement shall be in writing. Any such notice, report, invoice, or other document shall be delivered (i) by hand, (ii) by prepaid overnight or registered mail, or (iii) via email (if any email address is provided) and shall be deemed to have been received on the first business day following the date on which it was sent. Unless otherwise provided in this Agreement, all notices, reports, invoices, or other documents shall be delivered to the following addresses:

To Child Care Council: Child Care Council of Greater Houston, Inc.
6220 Westpark, Suite 150
Houston, Texas 77057-7386
Attn: Myrtle Skillern, Chief Executive Officer
Telephone: (713) 266-6045
myrt@cccghi.com

To the County: Harris County Community Services Department
8401 Lantern Point
Houston, Texas 77054
Attn: Adrienne Holloway, Executive Director
Telephone: (832) 927-4704
Adrienne.Holloway@csd.hctx.net

Either Party may change its address for receipt of notices, reports, invoices, and other documents by giving the other Party ten (10) days written notice.

VII.

Indemnification

Any language in the Agreement that states the County will indemnify Child Care Council for any reason is hereby deleted in its entirety.

VIII.

Successors And Assigns

The County and Child Care Council bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor Child Care Council shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

IX.

Public Contact

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.

Under no circumstances, except in consultation with its attorneys, shall Contractor release any material or information developed in the performance of this Agreement without the express written permission of the County.

X.

Entire Agreement

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

XI.

Execution

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

CHILD CARE COUNCIL OF GREATER
HOUSTON, INC.

DocuSigned by:
By: Myrtle Skillern
Name: Myrtle Skillern
Title: Chief Executive Officer
Date: 7/28/2022

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

Date: _____

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: _____
Sarah Hodges
Assistant County Attorney
C.A. File 22GEN2470

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2022, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct 1
Adrian Garcia	Commissioner, Precinct 2
Tom S. Ramsey	Commissioner, Precinct 3
R. Jack Cagle	Commissioner, Precinct 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING HARRIS COUNTY TO ACCEPT THE AWARD FOR
ADDITIONAL ESG FUNDING FROM THE CHILD CARE COUNCIL OF GREATER
HOUSTON, INC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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
Judge Hidalgo	<input 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. Cagle	<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 thus adopted follows:

RECITALS:

WHEREAS, on March 24, 2020, the Commissioner's Court approved the acceptance of the Child Care Council's PY2020 City of Houston's HYSP/TDHCA Homeless Youth Services Program award and executed a grant agreement with the Child Care Council for the total award amount of \$199,141.00 for the purpose of providing Case Management Homeless services to Harris County residents experiencing homelessness and or at risk of homelessness; and

WHEREAS, on May 11, 2021, the Commissioner's Court approved the acceptance of the Child Care Council's PY2021 City of Houston's ESG/TDHCA Homeless Services Program award and

executed a grant agreement with the Child Care Council for the total award amount of \$198,577 and provided \$83,558 in County matching funds from Harris County for the purpose of providing homelessness prevention services to City of Houston residents with extremely low income; and

WHEREAS, on October 25, 2021, Harris County received notification from the Child Care Council of Greater Houston, Inc. that Harris County was granted an extension to the 2021-2022 Emergency Solutions Grant/Texas Department of Housing and Community Affairs Homeless Housing Services Program (HHSP) component for additional grant funding in the amount of \$54,000.00 for a revised total of \$144,661.00 in HHSP funding. Additionally, the proposed contract amendment with the Child Care Council extends the 2021-2022 HHSP program component four (4) months from August 31, 2021, through December 31, 2021.

WHEREAS, on November 9, 2021, Commissioners Court approved acceptance of an additional award in the amount of \$54,000.00 and the extension to the Child Care Council's from August 31, 2021, to December 31, 2021, for the purpose of continuing to provide homelessness prevention services.

WHEREAS, on April 8, 2022, Harris County Community Services Department (HCCSD) received notification from the Child Care Council of Greater Houston, Inc. that HCCSD was granted additional ESG funding in the amount of \$19,273.74 as an amendment to the existing contract in the 2021-2022 Homeless Services Program Contract (Homeless Prevention Component) for a revised total of \$271,850.74 to continue to provide homeless prevention services to 15 households;

WHEREAS, the purpose of the Homeless Services Program is to assist extremely low-income individuals and families with homelessness prevention assistance and through this additional funds, HCCSD will continue to serve as a resource by providing case management and financial assistance in an effort to enhance housing stability, provide linkages to community support agencies and improve the well-being of vulnerable populations at risk of homelessness; and

WHEREAS, on April 26, 2022, Commissioners Court approved acceptance of an additional award in the amount of \$19,273.74 for a revised total of \$271,850.74 and the extension to the Child Care Council's contract from March 31, 2022, to May 31, 2022, for the purpose of continuing to provide homelessness prevention services to 15 eligible low-income households.

WHEREAS, on May 25, 2022, HCCSD received notification from the Child Care Council of Greater Houston, Inc. that HCCSD was granted an extension to the 2021-2022 Emergency Solutions Grant (ESG)/Texas Department of Housing and Community Affairs (TDHCA) Homeless Housing Services Program (HHSP) for an additional 12 months, beginning on April 1, 2022 and ending on March 31, 2023. The extension included additional ESG and HHSP funding in the amount of \$108,505 and \$144,661, respectively, for a total award of \$253,166 for the 2022-2023 Homeless Services Program.

WHEREAS, Harris County Community Services Department seeks approval to accept the additional (TDHCA) Homeless Youth Services Program funds awarded to it from the Child Care

Council of Greater Houston, Inc. in the amount of \$250,864.00 to continue to provide Case Management services to 60 eligible Youth households experiencing homelessness.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to accept additional awarded funding and execute an agreement and any amendments with the Child Care Council of Greater Houston, Inc. related to the ESG/TDHCA Homeless Services Program.

Section 3: The Executive Director of the Harris County Community Services Department or her designee is authorized to provide additional documentation in relation to said grants.

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

FY 2021 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET- SIDE GENERAL
REVENUE

CITY OF HOUSTON HOMELESS YOUTH SERVICES PROGRAM

WITH:

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

SECTION 1. PARTIES TO THE CONTRACT

This 2021 Texas Homeless Housing and Services Program- Homeless Youth Services Program ("HYSP") Contract is made by and between Child Care Council of Greater Houston, Inc. and **Harris County CSD**.

SECTION 2, CONTRACT PERIOD FOR PERFORMANCE AND CLOSE-OUT

This Contract shall commence on November 1, 2021 and, unless earlier terminated at provided herein, terminate as follows: (1) the Subrecipient is permitted to incur expenses under this Contract until August 31, 2022 ("Contract Term"), and (2) the Child Care Council's obligations under the Contract shall end on August 31, 2022 and is conditioned on the Subrecipient's successful completion of the terms herein ("Close-Out Process").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Subrecipient agrees to administer the HYSP award in accordance with, but not limited to, Section 2306.2585 of the Texas Government Code (hereafter, "State Act"), Rider 16 from Tex. H.B.1, Article VII, 86th Leg., R.S. (2019.)[("Rider 16")], and the implementing rules under Title 10, Part 1, Chapter 1, Chapter 2, and Subchapters A and B of Chapter 7, of the Texas Administrative Code ("HHSP State Rules"), and representations made as part of the Previous Participation and award process.

B Subrecipient agrees to perform all activities in accordance with the terms of the Performance Statement attached hereto as Exhibit A and the Budget attached hereto as Exhibit B. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A; the Certification Regarding Drug-Free Workplace Requirements attached as Addendum B; the Certification Regarding Debarment, Suspension and Other Responsibility Matter attached as Addendum C; the PRWORA requirements as applicable attached hereto as Addendum D; and the assurances, certifications, and all other statements made by Subrecipient in its application for the project funded under this Contract, and with all other terms of this Contract. All exhibits and addendums are attached hereto and incorporated herein for all relevant purposes.

C. Except for changes that are required because of changes described in Section II (A) of this Contract or as otherwise specifically described in this Contract, Subrecipient shall implement HHSP in accordance with the requirements of the HHSP State Rules in effect on September 1, 2019.

D. Performance related to established targets will be reported by Subrecipient in the HYSF Monthly Performance Report and meeting targets may be considered for future funding opportunities with Child Care Council. All funds not fully expended within the Contract Term and reported within the Close-Out Process in accordance with all Exhibits and Addendums of this Contract shall be de obligated. Child Care Council reserves the right to request an Expenditure plan if it appears funds will not be expended within the Contract Term at the Child Care Council's reasonable discretion.

E. Subrecipient activities related to construction, rehabilitation, or conversion of a building or buildings may require that Subrecipient enter into a Land Use Restriction Agreement ("LURA") in accordance with 10 TAC §7.3.

SECTION 4. CHILD CARE COUNCIL FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Child Care Council shall reimburse Subrecipient for the actual, allowable, and approved costs that are consistent with amounts specified in the Budget and are incurred during the Contract Term by Subrecipient.
- B. Child Care Council reserves the right to obligate or deobligate additional funds and shall notify the Subrecipient in writing of its decision. Child Care Council may consider such factors as the ability to use grant funds under the HHSP State Rules in a timely manner or Subrecipient's overall compliance with the terms of this Contract.
- C. Child Care Council shall not be obligated to pay Subrecipient for any costs incurred by Subrecipient which are not allowable costs. Notwithstanding any other provision of this contract, the total payments and obligations incurred by Child Care Council under this contract shall not exceed the sum of: \$ 250,864.00.
- D. Notwithstanding any other provision of this Contract, Child Care Council shall only be liable to Subrecipient for eligible costs incurred or performances rendered for activities specified in the HHSP State Rules and Stated in Exhibit A/ State of Work.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Child Care Council to Subrecipient and the disbursement of such funds by Subrecipient.
- B. **Section S(A)** notwithstanding, and in accordance with 10 TAC §7.4(f), Child Care Council elects the right to use a Cost Reimbursement method of payment for all funds whereby reimbursement of costs incurred by a Subrecipient is made only after Child Care Council has reviewed and approved backup documentation provided by the Subrecipient in accordance with 10 TAC §2.201 to support such costs for all funds if at any time (1) Child Care Council determines that Subrecipient has maintained cash balances in excess of need, (2) Child Care Council identifies significant deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with 10 TAC §7.5, Subrecipient Reporting, and 10 TAC §7.6, Subrecipient Data Collection.

- E. All funds paid to Subrecipient pursuant to this Contract are paid in trust for the exclusive benefit of the eligible recipients of HYSP services and for the payment of allowable expenditures.
- F. At its sole discretion, Child Care Council may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Child Care Council arising under this Contract. Subrecipient shall refund to Child Care Council any unexpended cash advances within sixty (60) calendar days in accordance with 10 TAC §7.5(b). (Not applicable- No cash advances)
- G. Subrecipient shall refund to Child Care Council any funds which Child Care Council determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund no later than the date specified in the notice that repayment is required, but if no date is specified within five (5) business days in accordance with 10 TAC §1.21(e).

SECTION 6. COST PRINCIPLES, ADMINISTRATIVE REQUIREMENTS, AND AUDIT REQUIREMENTS

- A. COST PRINCIPLES, ADMINISTRATIVE REQUIREMENTS.** Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in Chapter 783 of the Texas Government Code and the Uniform Grant Management Standards ("UGMS"). All references therein to "agency" shall be construed to mean Subrecipient.
- B. AUDIT.** In accordance with 10 TAC §1.403(e), if Subrecipient expends \$750,000.00 or more in state awards, or has an outstanding loan balance associated with state resources of \$750,000 or more with continuing compliance requirements, or a combination thereof must have a Single Audit.

Subrecipient agrees to comply with any applicable Uniform Grant Management Standards (UGMS) updates that may be released during the Contract Term. Updates to UGMS may be found this website: [https:// comptroller.texas.gov/purchasing/grant-management/](https://comptroller.texas.gov/purchasing/grant-management/).

- C. COSTS.** Child Care Council shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Child Care Council; are not allowable costs, as set forth in the provisions of the State Act and the HHSP State Rules and Section 8(8) of this Contract; are not strictly in accordance with the terms of this Contract, including the Exhibits; have not been reported to Child Care Council within the Close-Out Process of this Contract; or are not incurred during the Contract Term.

- D. ACCESS.** Child Care Council reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Child Care Council or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit upon written request by Child Care Council to Sub recipient.

- E. **SUBAWARDS.** The Sub recipient shall include language in any subcontract or sub grant that provides Child Care Council the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- F. **AUDIT CERTIFICATION FORM.** For any fiscal year ending within or immediately after the Contract Term, Sub recipient must submit an "Audit Certification Form" (available from Child Care Council) within two (2) months after the Sub recipient's fiscal year end in accordance with 10 TAC §1.403.

SECTION 7. TERMINATION AND SUSPENSION

- A. **TERMINATION OR SUSPENSION.** Pursuant to 10 TAC Chapters 2 and 7, Child Care Council may terminate or suspend this Contract, in whole or in part, at any time Child Care Council determines that there is cause for termination. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report in accordance with 10 TAC §7.5 or responses to monitoring reports, Child Care Council may, in its sole discretion, suspend payments, place Subrecipient on Cost Reimbursement method of payment, and initiate proceedings to terminate any active Contract. In accordance with 10 TAC §2.202(b)(6), cause for termination includes, but is not limited to, fraud, waste, abuse, fiscal mismanagement, or other serious Findings in the Subrecipient's performance.
- B. **WITHHOLDING OF PAYMENTS.** Nothing in this Section shall be construed to limit Child Care Council's authority to withhold payment and immediately suspend this Contract if Child Care Council identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Child Care Council to terminate this Contract.
- C. **CHILD CARE COUNCIL LIABILITY.** Child Care Council shall not be liable for any costs incurred by Subrecipient after termination of this Contract.
- D. **SUBRECIPIENT LIABILITY.** Notwithstanding any exercise by Child Care Council of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Child Care Council for damages by virtue of any breach of this Contract by Subrecipient.
- E. **FUNDS.** Upon termination of this Contract, all funds remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this Contract shall transfer back to Child Care Council. Subrecipient shall return the remaining funds to Child Care Council within sixty (60) calendar days after the date this Contract terminates.

SECTION 8. ALLOWABLE EXPENDITURES

- A. Whether the Subrecipient's costs incurred in the performance of this Contract are considered allowable, shall be determined in accordance with the provisions of Rider 16, the State Act and the HHSP State Rules, subject to the limitations and exceptions set forth in this Contract.
- B. HHSP General Revenue funds may be used for allowable expenditures under this Contract, to include activities outlined Exhibit A, Statement of Work.

SECTION 9. RECORDKEEPING REQUIREMENTS

- A. **GENERAL.** Subrecipient shall comply with all the recordkeeping requirements and shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, __.42. Subrecipient agrees to comply with any changes to the Uniform Grant Management Standards (UGMS')recordkeeping requirements and 10 TAC §7.8
- B. **WRITTEN POLICIES AND PROCEDURES.** Subrecipient must have written policies and procedures to ensure that sufficient records are established and maintained to enable a determination that HHSP requirements are being met. The written standards must be applied consistently for all Program Participants. The written standards must include, but are not limited to Inclusive Marketing as identified in 10 TAC §7.10.
- C. **PROGRAM PARTICIPANT FILES.** In accordance with 10 TAC §7.28(g), Subrecipient shall maintain Program Participant files, for non-emergency activities providing direct subsidy to a Program Participant regardless if the client is directly receiving the funds, that containing the following:
 - 1. An HYSP Intake Application including an area for execution by all adult Household members (which may include an electronic signature), certifying the validity of information provided an area to identify the staff person completing the intake application, and the language as required by Section 434.212 of the Texas Government Code;
 - 2. Certification whereby the Applicant certifies whether they meet the definition of Homeless or Homeless Individual pursuant to 10 TAC §7.2. The certification must include the Program Participant's signature or legally identifying mark (which may include an electronic signature);
 - 3. Documentation which demonstrates that the Program Participant meets income eligibility, if applicable, or, if proof of income is unobtainable, a Declaration of Income Statement as defined in 10 TAC §7.2;
 - 4. Documentation of recertification, as applicable, including income eligibility and that the Program Participant lacks sufficient resources and supports networks necessary to retain housing without assistance;
 - 5. Documentation of determination of ineligibility for assistance when assistance is denied. Documentation must include the reason for the determination of ineligibility.
- D. **ACCESS TO RECORDS.** Subrecipient agrees that Child Care Council, City of Houston,

the Auditor of the State of Texas, the Comptroller of the State of Texas, or any of their duly authorized representatives, shall have the right to access and to examine and to copy, on or off the premises of Subrecipient, all books, accounts, records, reports, files, and other papers or property belonging to or in use by Subrecipient pertaining to this Contract. Subrecipient agrees to maintain such records in an accessible location.

RECORD RETENTION. Records regarding Program Participant eligibility shall be retained by Subrecipient for a period of five (5) years. Activities that require a (LURA), Land Use Restrictions Agreement must maintain the records until the expiration of the LURA. All other records pertinent to this Contract shall be retained by Subrecipient for a period of three (3) years that starts on the day the Single Audit is due or would be due if the Single Audit requirements are not triggered, except if any litigation, claim, negotiation, audit, monitoring, inspection or other action has started before the expiration of the required record retention period. In this case, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required recordkeeping period as described herein, whichever is later.

- E. **OPEN RECORDS.** Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- F. **SUBAWARDS.** Subrecipient shall include the substance of this Section 9 in all of its subcontracts and subgrants.

SECTION 10. REPORTING REQUIREMENTS

- A. **DATA COLLECTION.** In accordance with 10 TAC §7.6, Subrecipient must ensure that data on all persons served and all activities assisted under Homeless Youth Services Programs is entered into the applicable HMIS, or HMIS-comparable database for domestic violence or legal service providers.
- B. **REPORTS.** Subrecipient shall submit to Child Care Council such reports on the performance of this Contract as may be required by Child Care Council including, but not limited to, the reports specified in this Section.
- C. **MONTHLY REPORTS.** In accordance with 10 TAC §7.S(c), Subrecipient must submit a Monthly Performance Report and a Monthly Expenditure Report to Child Care Council not later than 10 working days of each month which reflects performance and expenditures conducted in the prior month.
- D. **FINAL REPORT.** Subrecipient will submit information to Child Care Council for reporting to the City of Houston.

SECTION 11. CHANGES AND AMENDMENTS

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW.** If a change in federal law or regulation or state law or regulation occurs that requires a change, addition, or deletion to the terms of this Contract, the change is automatically incorporated in this Contract and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced by a written amendment.
- B. GENERAL.** Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES.** If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. REQUESTS.** Amendment requests may be considered at the discretion of Child Care Council in accordance with 10 TAC §7.4(e).

SECTION 13. INDEPENDENT SUBRECIPIENT

It is agreed that Child Care Council is contracting with Subrecipient as an independent contractor. To the extent authorized by law, Subrecipient agrees to indemnify Child Care Council against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract. Child Care Council acknowledges governmental entities cannot create an unfunded debt pursuant to the Texas Constitution.

SECTION 14. PROCUREMENT STANDARDS

Subrecipient shall comply with 10 TAC §1.404, this Contract, the agency's procurement policies and all applicable state, and local laws, regulations, and ordinances for making procurements under this Contract.

SECTION 15. SUBAWARDS

- A.** Subrecipient may not subcontract the primary responsibilities of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Contract System.
- B.** Subrecipient may subcontract or subgrant for the delivery of client assistance without obtaining Child Care Council's prior approval. HYSP Subrecipient is responsible for ensuring that subcontractors and Subgrantees adhere to the same program requirements and regulations as apply to the subrecipient including, but not limited to having documentation that Subrecipient checked the appropriate federal and state records for debarred and suspended parties in accordance with UGMS Subpart C - Post Award Requirements, 35. Subrecipient must have processes and procedures in place to monitor subcontractors or subgrantees. Any subcontract or subgrant for the delivery of client

assistance will be subject to monitoring by Child Care Council pursuant to 10 TAC §7.11.

- C. In accordance with 10 TAC §7.7(b), Subrecipient will notify Child Care Council and provide contact information for subgrants or subcontractors within thirty (30) calendar days of the effective date of subcontract. Contact information for the entities with which the Subrecipient subgrants or subcontracts must be provided to Child Care Council, including: organization name, name and title of authorized person who entered into the subgrant or subcontract, phone number, e-mail address, and type of services provided.
- D. In no event shall any provision of this Section be construed as relieving Subrecipient of the responsibility for ensuring that the performances under all subcontracts and subgrants are rendered . so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Child Care Council maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Child Care Council's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Child Care Council under this Contract.

SECTION 16, MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. In accordance with 10 TAC §1.407, Subrecipient shall submit to Child Care Council no later than forty- five (45) calendar days after the termination of this Contract a cumulative inventory report of all real property and equipment acquired in whole or in part with funds received under this Contract. Upon the termination of this Contract, Child Care Council may transfer title to any equipment to Child Care Council or to any other entity receiving HYSF funds from Child Care Council.
- B. When the Subrecipient no longer needs equipment purchased with HHSP grant funds, regardless of purchase price, or upon the termination of this Contract, Child Care Council may take possession and transfer title to any such property or equipment to City of Houston Housing and Community Development Department (HCDD) or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment. In Child Care Council's sole determination. Subrecipient must request permission from Child Care Council to transfer title or dispose of equipment purchased with HYSF grant funds.

SECTION 17. TRAVEL

Travel policies will adhere to UGMS and the State of Texas travel rules and regulations found on the Comptroller of Public Accounts website at www.cpa.state.tx.us.

SECTION 18. BONDING AND INSURANCE REQUIREMENTS

- A. INSURANCE REQUIREMENTS.** Subrecipient shall maintain evidence of current and adequate insurance coverage in accordance with UGMS Section II, Cost Principles for State and Local Governments and Other Affected Entities, Attachment B. Subrecipient agrees to notify Child Care Council immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any required insurance coverage or policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until the Subrecipient satisfies the required coverage requirements, obtains the required policy endorsements and delivers to Child Care

Council certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and receives notification from Child Care Council that the performance of work under this Contract may recommence.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall give Child Care Council immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract or subgrant hereunder. Subrecipient shall furnish to Child Care Council copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

- A. Child Care Council may provide technical guidance to explain the rules and provide directions on terms of this Contract.
- B. Child Care Council or its designee may conduct periodic on- or off-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract in accordance with the HHSP State Rules. Child Care Council will advise Subrecipient in writing of any deficiencies noted during such monitoring. Child Care Council will suggest or require changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any Observations, Concerns, or Findings. Child Care Council may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously-noted Observations, Concerns, or Findings
- C. Child Care Council will suspend or terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation, or by the terms of this Contract.

SECTION 21. LEGAL AUTHORITY

- A. **LEGAL AUTHORITY.** Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder.
The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. **DULY AUTHORIZED; GOOD STANDING.** Subrecipient is and will continue to remain organized, validly existing and in good standing under the laws governing its creation and existence, and will continue to be duly authorized and qualified to transact any and all applicable business contemplated hereunder in the State of Texas. Subrecipient possesses and will continue to possess all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Contract, the execution, delivery and performance of

which have been or will be duly authorized by all necessary action.

- C. SIGNATURE AUTHORITY.** The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing body to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- D. TERMINATION; LIABILITY.** Child Care Council shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Child Care Council for any money it has received from Child Care Council for performance of the provisions of this Contract, if Child Care Council has terminated this Contract for reasons enumerated in this Section 21.
- E. MERGER; DEFAULT.** Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW.** Subrecipient shall comply with the State Act, Rider 16, the HHSP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract, including, but not limited to the program requirements and fair housing laws. Upon request by Child Care Council, Subrecipient shall furnish satisfactory proof of its compliance therewith. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988.** The Subrecipient affirms by signing this Contract and the certification attached as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 USC §701 et seq).
- C. LIMITED ENGLISH PROFICIENCY (LEP).** Subrecipients that interact with program participants must create a Language Access Plan to provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. REHABILITATION ACT OF 1973.** Section 504 of the Rehabilitation Act of 1973 and HUD regulation 24 CFR Part 8 apply to all programs or activities under this Contract.
- E. PROTECTED HEALTH INFORMATION.** If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the

course of administering the HHSP program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164)

- F. AGE DISCRIMINATION.** Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107)
- G. AFFIRMATIVE OUTREACH.** Subrecipient shall affirmatively reach out to populations that are least likely to apply for services as further outlined in 10 TAC §7.10(c)(3).
- H. LEAD-BASED PAINT.** Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821 et seq. and 24 CFR Part 35. SECTION 23, As applicable.

SECTION 23. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A.** Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Child Care Council.
- B.** Subrecipient shall give Child Care Council, City of Houston HCDD, TDHCA complete access to all of its records, employees, and agents for the purpose of monitoring or investigating HYSF. Subrecipient shall immediately notify Child Care Council of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Child Care Council's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C.** Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Child Care Council or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or Child Care Council of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date Child Care Council notifies Subrecipient of the violation.

SECTION 25. . CONFLICT OF INTEREST UNDER 10 TAC §7.26

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the 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 selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. The provision of any type or amount of HYSP assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Subrecipient, Subgrantee or a parent or subsidiary of th Subrecipient.
- E. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial intake required for Program Participant files under Section 9(C) of this Contract.
- F. For transactions and activities other than the procurement of goods and services, no officers, employees, and agents, including consultants, officers, or elected or appointed officials of the Subrecipient, Subgrantee, or subcontractor who exercises or has exercised any functions or responsibilities with respect to activities assisted under HHSP, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

SECTION 26. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law

to be confidential information.

- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

SECTION 27. NON-DISCRIMINATION, FAIR HOUSING, EQUAL ACCESS AND EQUAL OPPORTUNITY

- A. **NON-DISCRIMINATION.** A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, or disability.
- B. **EQUAL OPPORTUNITY.** Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Subrecipient must comply with the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and it implementing regulations at 24 CFR Part 107.
- C. **ACCESSIBILITY AND FAIR HOUSING.** Subrecipient must meet the accessibility standards and fair housing requirements under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and its implementing regulations at 24 CFR Part 8, (ii) the Fair Housing Act (42 U.S.C. §3601 et seq.) as implemented by HUD at 24 CFR Parts 100-115, 24 CFR §92.250, 24 CFR §92.202 and 24 CFR §5.105(a), (iii) Texas Fair Housing Act (Chapter 301 of the Texas Property Code), (iv) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.), and implementing regulations at 24 C.F.R. Part I, and (v) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U.S. Child Care Council of Justice at 28 CFR Parts 35 and 36.
- D. **REASONABLE ACCOMODATIONS.** Subrecipients shall operate each program or activity receiving HYSP financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.
- E. **GENERAL.** Subrecipient shall make known that use of the facilities and services funded under this Contract are available to all on a nondiscriminatory basis. Subrecipient also

must adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability.

- F. **AFFIRMATIVELY FURTHERING FAIR HOUSING.** By Subrecipient's execution of the Contract, Subrecipient agrees to affirmatively further fair housing by using funds in a manner that follows the "State of Texas' Analysis of Impediments" and will maintain records in this regard.
- G. **SUBCONTRACTS.** Subrecipient shall include the substance of this Section 27 in all of its subcontracts.

SECTION 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal Child Care Council or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum C and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum C, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that, prior to entering into any agreement with a potential subcontractors procured by Subrecipient or prior to awarding funds under this Contract to a potential subgrantee, that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum C or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with Child Care Council's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Child Care Council if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum C, without modification, and this language under this Section 28, in all its subawards.

SECTION 29. SPECIAL CONDITIONS (Non applicable)

- A. Release of Funds. Child Care Council 's release funds under this Contract shall be in the form of a check mailed to the Subrecipient'.

SECTION 30. NO WAIVER

Any right or remedy given to Child Care Council by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Child Care Council to exercise any right or remedy on any occasion shall not constitute a waiver of Child Care Council's right to exercise that or any other right or remedy at a later time.

SECTION 31. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties of this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract and attachments.

The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

Addendum A- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

Addendum B - Certification Regarding Drug-Free Workplace Requirements

Addendum C- Certification Regarding Debarment, Suspension and Other Responsibility Matters

Addendum D - PRWORA Requirements-Exempt

Exhibit A- Performance Statement/ Statement of Work

Exhibit B - Budget

SECTION 32. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 33. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Child Care Council and the State shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 34. USE OF ALCOHOLIC BEVERAGES.

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 35. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation.

SECTION 36. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 37. ASSIGNMENT

This Contract is made by Child Care Council to Subrecipient only. Accordingly, it is not assignable without the Written consent and agreement of Child Care Council, which consent may be withheld in Child Care Council's sole discretion.

SECTION 38. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 40. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 41. NOTICE

If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Child Care Council:

Child Care Council of Greater Houston, Inc.
6220 Westpark, Suite 150
Houston, Texas 77057-7386
Attention: Myrtle Skillern, Chief Executive Officer
Telephone: (713) 266-6045
myrt@cccghi.com

As to Harris County Texas:

Harris County CSD
8410 Lantern Point
Houston, Texas 77054
Attention: Adrienne Holloway, Executive Director
Telephone: 832-927-4704
adrienne.holloway@csd.hctx.net

All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) calendar days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 42.

SECTION 42. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas

SECTION 43. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the Texas Government Code, it is Child Care Council's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving Child Care Council and the use of negotiated rulemaking procedures for the adoption of Child Care Council rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Child Care Council's ex parte communications policy, Child Care Council encourages informal communications between Child Care Council staff and the Subrecipient, to exchange information and informally resolve disputes. Child Care Council also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Child Care Council in an ADR procedure, the Subrecipient may send a proposal to Child Care Council's Dispute Resolution Coordinator. For additional information on Child Care Council's ADR policy, see Child Care Council's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 44. LIMITATION ON ABORTION FUNDING

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, Child Care Council may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 44 during the Contract Term

SECTION 45. PREVENTION OF TRAFFICKING

- A. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 et seq.). If Subrecipient or its subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Child Care Council may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

WITNESS OUR HAND EFFECTIVE: **HARRIS COUNTY CSD:**

By: _____ Date: _____
(Signature)


Name: _____

Title: _____

THIS CONTRACT IS NOT EFFECTIVE UNLESS SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE CHILD CARE COUNCIL OF GREATER HOUSTON OR HIS/HER AUTHORIZED DESIGNEE

THIS CONTRACT IS APPROVED, ACCEPTED AND MADE TO BE EFFECTIVE ON November 1, 2021, AND WILL TERMINATE ON August 31, 2022, AS FURTHER INDICATED IN SECTION 2, ON BEHALF OF:

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

By:  Date: 4/3/22
Name: Myrtle Skillern
Title: Chief Executive Office

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

FY 2021 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

HOMELESS YOUTH SERVICES PROGRAM
ADDENDUM A

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

The undersigned certifies, to the best of its 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is material representation of fact on 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 its 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.

Harris County CSD Signature

Title: _____

Date: _____

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

FY 2021 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

HOMELESS YOUTH SERVICES PROGRAM
ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(I) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For Child Care Council of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Child Care Council of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such

notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d); (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

- 1.
- 2.
- 3.
- 4.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway Child Care Council while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when Child Care Council awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Child Care Council, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

FY 2021 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

HOMELESS YOUTH SERVICES PROGRAM

ADDENDUM C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or state Child Care Council or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to Child Care Council information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) reached its final disposition during the most recent five year period;
 - (3) and Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined below;
 - (ii) a civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (iii) an administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or any other criminal, civil, or administrative proceeding if:
- (1) It could have led to an outcome described in this section (e) paragraph (3) items (i)- (iii) of this award term and condition;

- (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (3) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (4) For purposes of section (e) of this certification the following definitions apply:
 - (i) An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - (ii) A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subrecipient contracts, subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Child Care Council or agency.
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/ SUBCONTRACTOR:

Entity Name, Entity Type

By: _____
Subcontractor Signature Authority Name

Subcontractor Signature _____

Title: _____

Date: _____

This certification is a material representation of fact upon which reliance is placed when Child Care Council awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available, Child Care Council may terminate this Contract for cause or default.

HARRIS COUNTY CSD

By: _____
(signature)

Name: _____

Title: _____

Date: _____

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

FY 2021 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

HOMELESS YOUTH SERVICES PROGRAM

ADDENDUM D PRWORA REQUIREMENTS

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

If an individual is applying for HYSP funds, a Subrecipient must verify that the individual applying for HHSP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") or ("Act"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

EXEMPTION:

Nonprofit charitable organizations are not required to verify an applicant's immigration or citizenship status before providing federal, state, or local public benefits.

Further more there are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources. Generally, under the HYSP State Rules, an activity that provides a public benefit to a Household that is Homeless is exempt, while an activity that is provided to a Household that is At-Risk of Homelessness is not exempt. However, if Subrecipient has adopted income based criteria for the provision of assistance, than that activity may be subject to the Act. Yet, some activities do not provide a public benefit to a Household such as a case manager performing a Household eligibility determination or purchase of an HMIS database. Section 401(b)(1)(C) of the Act also exempts "public health assistance...for immunizations with respect to immunizable diseases and for testing and treatment of symptoms of communicable diseases whether or not such symptoms are caused by a communicable disease."

CERTIFICATION:

The undersigned hereby certifies to Child Care Council of Greater Houston, Inc. that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that I _____ is a private nonprofit charitable organization and is an entity created by State Statute and affiliated with or is a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

Signature: _____

Title: _____

Date: _____

CHILD CARE COUNCIL OF GREATER HOUSTON, INC. FY 2021 TEXAS HOMELESS
HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

HOMELESS YOUTH SERVICES PROGRAM

EXHIBIT A PERFORMANCE / STATEMENT OF WORK

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

Subrecipient shall carry out the following activities identified herein by implementing a Texas Homeless Housing and Services Program ("HHSP") in accordance with the State Act and its implementing rules under the HHSP State Rules for Homeless Youth Headed Households. The program is designated as Homeless Youth Service Program () HYSP

Close-Out Process: Ends November 15, 2020

Contract Term: November 1, 2021 –August 31, 2022 Service Area: City of Houston

Definitions

"Transitional Living Activities" means activities that are designed to provide safe short-term housing (typically less than 24 months) in conjunction with appropriate supportive services designed to help Youth Headed Households become self-sufficient. Rapid Rehousing is an example of a Transitional Living Activity. A "Youth Headed Household" means a household that includes unaccompanied youth 24 years of age and younger, parenting youth 24 years of age and younger and children of parenting youth. The HYSP provides Services for youth (18) eighteen years of age through (24) twentyfour years of age.

Program Activities.

Subrecipient agrees to perform the following measurable activities for Homeless Youth Headed Households: Case management for persons experiencing Homelessness in Youth-Headed Households: 60 Number of person served: 60

SEE ATTACHMENT FOR DETAILS OF PROGRAMS ACTIVITIES

Outcomes

Number of persons in Youth-Headed Households who were Homeless and have maintained housing for three months after HYSP exit 9.

CHILD CARE COUNCIL OF GREATER HOUSTON, INC.

FY 2020 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

HOMELESS YOUTH SERVICES PROGRAM

EXHIBIT B – BUDGET

HARRIS COUNTY COMMUNITY SERVICES DEVELOPMENT

Additional funds may be obligated via Amendment(s) during the Contract Term. Funds may only be obligated and expended during the current Contract Term, and reported during the Close-Out Process. Unexpended fund balances will be recaptured.

SEE BUDGET ATTACHED FOR DETAILS

**EXHIBIT B
BUDGET**

Program Components	Emergency Shelter	Homeless Prevention ESG	Rapid Rehousing DV	Rapid Rehousing NDV	HHSP Homeless Prevention	HHSP Homeless Youth Services	Total	Match In- Kind
Cost Category								
Personnel								
Administration								
Accountant								
Manager of Finance								
Assistant Director of Finance								
Program								
Case Manager (100%)						\$59,060.71		
Case Manager (100%)						\$59,957.19		
Housing Navigator (100%)						\$55,431.16		
Deputy Assistant Director of Case Mgmt (30%)						\$28,352.11		
Administrative Specialist (100%)						\$48,062.83		
Personnel Total:						\$250,864.00		
Travel								
Travel Total								
Space Costs								
Space Costs Total								
Consumables & Supplies Total								
Other Expenses								
Rental Assistance								
Tenant Based Rental Assistance								
Other Expenses Total								
TOTAL:						\$250,864.00		

Approved:
Contractor, Director

Date

Approved:
Chief Executive Officer, Child Care Council of Greater Houston, Inc.

Date