



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

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April 9, 2021

County Judge Hidalgo and
Commissioner Ellis, Garcia, Ramsey and Cagle

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for April 27, 2021:

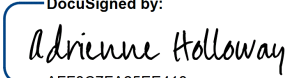
Approval of the attached FY 2019 Continuum of Care (CoC) Agreement, prepared by the County Attorney, between Harris County and the following Subrecipient:

- SEARCH Homeless Services for the FY 2019 Northline SRO Continuum of Care Grant, TX0313L6E001909 \$177,436.80

The agreement will allow for the continued provision of supportive services to homeless, disabled persons.

Thank you for your assistance with this request.

Sincerely,

DocuSigned by:

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Adrienne M. Holloway, Ph.D.
Executive Director

AMH/ew/ng

Harris County Community Services Department

EXECUTIVE SUMMARY

FY 2019 Continuum of Care Program Agreement

April 27, 2021

On October 13, 2020, Commissioners Court authorized the acceptance of a Fiscal Year 2019 Continuum of Care (CoC) Homeless Assistance Grant from the Department of Housing and Urban Development (HUD) which authorized CoC Program renewal funding in the amount of \$909,474.00 (of which \$577,488 is allocated to Harris County Community Services Department to provide rental subsidy payments and \$58,522 is allocated for administration costs). The acceptance was made on behalf of one (1) Subrecipient for a total of 53 (scattered-site) units of rental assistance to homeless, disabled adults and their families for the purpose of supplying decent, safe, and affordable housing for Harris County residents. The CoC Program is authorized by subtitle C of title IV of the McKinney-Vento Act.

On November 12, 2020, HUD executed an amendment to the Grant Agreement budget that allows \$271,464.00 in CoC funds to be utilized to provide (scattered-site) supportive services to homeless, disabled adults, of which a total of \$177,436.80 will be utilized by SEARCH Homeless Services to provide the supportive services.

Attached for Commissioners Court review and approval is the FY2019 CoC Program Agreement between Harris County and the following CoC Program Subrecipient:

- SEARCH Homeless Services for the FY 2019 Northline SRO Continuum of Care Grant, TX0313L6E001909 \$177,436.80

**AGREEMENT BETWEEN HARRIS COUNTY AND SEARCH HOMELESS
SERVICES FOR THE FY 2019 NORTHLINE SRO CONTINUUM OF
CARE GRANT TX0313L6E001909**

This Agreement is made and entered into by and between Harris County, a body politic and corporate under the laws of the State of Texas, referred to herein as the "Grantee," and SEARCH Homeless Services, a Texas non-profit corporation, herein called the "Subrecipient". The Grantee and Subrecipient are referred to herein collectively as the "Parties" and individually as a "Party." Both Parties hereby agree as follows:

I. RECITALS

- A. The Grantee, acting pursuant to an order of its governing body, has entered into a Grant Agreement with the United States of America acting by and through its Department of Housing and Urban Development (HUD), for receipt of FY 2019 Continuum of Care (CoC) grant funds, which is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389), 14.267 Catalog of Federal Domestic Assistance, TX0313L6E001909; and
- B. The Grantee desires to use a portion of these CoC funds, formerly known as Shelter Plus Care funds, to provide supportive services to homeless persons with disabilities (primarily persons who are seriously mentally ill, have chronic problems with alcohol, drugs or both, or have AIDS and related diseases); and
- C. The Grantee has determined that CoC supportive services are needed by the disabled homeless citizens of Harris County; and
- D. The Subrecipient, operating as a non-profit agency, is working to provide supportive services to disabled homeless persons; and
- E. The Grantee and the Subrecipient entered into a prior Agreement for supportive services, and the prior Agreement expired on November 30, 2020. The Subrecipient has and will continue to provide supportive services from December 1, 2020 through November 30, 2021; and

II. SCOPE OF SERVICES

- A. Eligible Activities: The Subrecipient agrees to provide the activities described in **Exhibit "A,"** attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with any standards required by HUD and by the Grantee as a condition of providing these funds.
- B. Performance Monitoring: The Subrecipient agrees to cooperate with program and financial monitoring visits and/or investigations performed by Harris County Community Services Department (HCCSD) staff, the Harris County Auditor's staff, and/or HUD. Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance or breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of the Agreement,

pursuant to 2 CFR 200.328. Furthermore, the Subrecipient agrees to comply with any and all HUD findings.

- C. Grantee agrees to provide matching funds equal to at least 25% of the amount of the supportive services and appropriate to the needs of the population to be served, and as may be eligible under the rules and regulations of the CoC grant.

III. PROJECT REQUIREMENTS

- A. The Subrecipient will be responsible for the operation of the CoC Program (Fiscal Year 2019) in a manner satisfactory to the Grantee and consistent with any standards required by HUD and the Grantee as a condition to the provision of these funds. The Subrecipient will provide supportive services from December 1, 2020 through November 30, 2021 to homeless individuals with disabilities that reside in accordance with 24 CFR Part 578, The CoC Program Rule, attached hereto and made a part hereof, as **Attachment 1**.
- B. The Subrecipient shall not change the population to be served, or make any other change without prior approval of the Grantee and HUD.
- C. Ongoing Assessment of Supportive Services: The Subrecipient must conduct an ongoing assessment of supportive services required by the participants of the Project and the availability of such services, and make adjustments as appropriate, in accordance with 24 CFR 578.75(e).
- D. Homeless Management Information System: The Subrecipient must enter all participant data into the Homeless Management Information System (HMIS) on a monthly basis and provide assurance in monthly reports to the Grantee that such data has been updated in HMIS, in accordance with 24 CFR Part 578.103(e).
- E. Participation of Homeless Individuals: The Subrecipient must comply with the requirements of 24 CFR Part 578.75(g), which states that the Subrecipient must provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other policy-making/recommending entity of the Subrecipient; and involve homeless individuals and families in the operations and/or supportive services for the project.
- F. Confidentiality: The Subrecipient that provides family violence prevention or treatment services must develop and implement procedures to ensure the confidentiality of records pertaining to any individual services and that the address or location of any project assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the project, and that the address of a program participant will not be made public, except as provided under a preexisting privacy policy of the Subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality, in accordance with 24 CFR Part 578.103(b).
- G. Termination of Housing Assistance:

1. The Subrecipient may terminate assistance to a participant who violates program requirements or conditions of occupancy in accordance with 24 CFR Part 578.91. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the most severe cases. The Subrecipient is not prohibited from resuming assistance to a participant whose assistance has been terminated.
 2. In terminating assistance to a participant, the Subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
 - (a) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
 - (b) Written notice to the participant containing a clear statement of the reasons for termination;
 - (c) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - (d) Prompt written notice of the final decision to the program participant.
- H. Resident Rent: Residents are required to pay rent in an amount determined by the Grantee in accordance with section 3(a)(1) of the U.S. Housing Act of 1937, (42 U.S.C. 1437a(a)(1)) and 24 CFR 578.77(c). Rental assistance payments will be subject to the 50th percentile Fair Market Rents (FMR).
- I. Supportive Services: The Subrecipient may provide supportive services, where the supportive services are necessary to assist residents obtain and maintain housing. The Subrecipient must provide supportive services for the residents to enable them to live as independently as is practicable throughout the duration of their residence in the project and conduct an annual assessment of the service needs of the residents and should adjust services accordingly per 24 CFR 578.53.
- J. Violence Against Women Act (VAWA): HUD implemented the VAWA Final Rule in November 2016 to require that all housing programs administered by HUD follow VAWA 2013. This final rule, applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. The Subrecipient agrees to ensure that program participants are provided with the "Notice of Occupancy Rights – HUD Form 5380" and the "Certification Form – HUD Form 5382". These forms are to be provided when a program participant applies and is admitted to permanent housing, when an individual/family applies and is denied permanent housing, and when a program participant is notified of termination of assistance. The Subrecipient agrees to ensure that the lease between the landlord and the program participant includes the "Lease Addendum – HUD Form 91067). Forms 5380, 5382, and 91067 are attached hereto and made a part hereof as **Attachment 2, 3, and 4.**

IV. INTERIM PERFORMANCE

- A. **Payment for Services:** The Parties agree that (a) Subrecipient continued to provide services as specified in this Agreement from the expiration of the prior agreement on November 30, 2020 through the Commencement Date (as defined below) of this Agreement (such period being referred to herein as the "Interim"), and (b) the sums to be paid Subrecipient under this Agreement constitutes the maximum compensation for all services performed, including those performed during the Interim.
 - B. **Satisfaction and Release:** By executing this Agreement in order to receive the benefit of the mutual agreement reached, Subrecipient waives and releases the Grantee, from any and all claims, damages, actions, suits in equity, or causes of action, of whatsoever nature, whether now or not presently known to the Parties because of any matter or thing done or omitted concerning or relating to payment for Services performed during the Interim. The waiver and release contained in this Article IV extends to Grantee's Commissioners, officers, employees, agents, and assigns.
- V. **TIME OF PERFORMANCE:** Services of the Subrecipient shall start on 1st day of December, 2020 (the "Commencement Date" and end on the 30th day of November, 2021 (the "Expiration Date"), or until all funds are expended, whichever occurs sooner, in accordance with the Amended Grant Agreement between HUD and the Grantee executed November 12, 2020. The period from the Commencement Date and the Expiration Date is referred to herein as the "Term." This Agreement may only be extended upon written approval from HUD.
- VI. **EXPENSES AND PAYMENT:**
- A. **Requesting a Budget Revision:** Any proposed reallocation of funds among various Budget line items is a budget revision. Any new line items must be treated as an Agreement Amendment. No more than two (2) budget revision requests shall be allowed each year. The Subrecipient will provide narrative justification for budget revision on letterhead and signed by the representative as stated in **Exhibit "A."** A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Director of HCCSD.
 - B. **Maximum Amount to be Paid:** It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit "B"** in the section entitled "Maximum Amount to be Paid Under this Agreement." The Subrecipient will provide supportive services to homeless participants with serious mental illness, chronic substance abuse problems, both serious mental illness and chronic substance abuse problems, and/or AIDS or related diseases, for a one-year period. Such monies will be disbursed by the Grantee over a one-year period, or until all funds are expended.
 - C. **Payment Contingent on Receipt of Funds from HUD:** It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit "B"** in the section entitled "Maximum Amount to Paid Under this Agreement" or the amount actually received by the Grantee from HUD pursuant to the Grant, whichever is less; and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

- D. **Payment for Eligible Expenses:** The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Subrecipient agrees to notify the Grantee of any changes such as participant termination or other factors that may affect monthly rent determinations. Subrecipient understands that the Grantee is released from any associated costs resulting from failure to provide said notification. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program.
- E. **Payment Procedures**
1. Drawdowns for the payment of eligible expenses and general administration shall be made against the line item budget attached hereto as Exhibit B, and in accordance with performance.
 2. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient. The disbursements shall be made in accordance with 24 CFR 578.51. The Grant amount will be reserved based on an estimate of the amount needed for rental assistance.
- F. **Supplementing a Request for Payment:** A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after submission or receipt of the original request will be subject to approval by the Grantee. No more than one Supplemental Request shall be allowed per month.
- G. **Withholding Payments:** If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.
- H. **Repayment of Ineligible Payments:** **IF HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT UNDER THIS AGREEMENT FOR WORK PERFORMED EXCLUSIVELY BY THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONIES PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.**
- VII. **NOTICES:** Any communication concerning this Agreement shall be directed to the representatives of the Grantee and the Subrecipient as provided in **Exhibit "A,"** Scope of Services.

VIII. SPECIAL CONDITIONS: The Subrecipient agrees to comply with the requirements of 24 CFR Part 578 and all Federal regulations and policies issued concerning the CoC program. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of the Agreement.

IX. GENERAL CONDITIONS

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

B. Independent Subrecipient

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

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

C. Indemnity: **THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED,**

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

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

E. **Insurance and Bonding**

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

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

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

2. **Worker's Compensation Insurance:** The Subrecipient also covenants and agrees to furnish the Grantee with a Certificate of Insurance as proof that it has obtained and paid

for a policy of Workers' Compensation Insurance in the amounts required by State law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement; and the Subrecipient agrees to require any sub-Sponsor Agencies to carry adequate Workers' Compensation Insurance in the amounts required by State law.

3. Documentation of Insurance Coverage: The Subrecipient shall submit to the Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.
 4. Bonding: The Subrecipient agrees to provide bonding as required by 2 CFR 200.304.
- F. Recognition of Grantee: The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by the Grantee. The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.
- G. Travel: The Subrecipient must comply with Harris County travel guidelines for any travel paid for with funds provided under this Agreement.
- H. Relocation, Acquisition and Displacement: The Subrecipient agrees to comply with 24 CFR 578.83 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with the applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- I. Copyright: If this Agreement results in any copyrightable material, the Grantee and/or the Grantor agency (HUD) reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Record-Keeping, Reports, and Audits

1. Records to be maintained: The Subrecipient shall maintain all records required by this Agreement, 24 CFR 578.103 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets the requirements of the CoC program;
 - c. Records required to determine the eligibility of activities;
 - d. Records documenting compliance with the fair housing and equal opportunity components of the CoC program;
 - e. Financial records as required by 24 CFR 578, and 2 CFR 200;
 - f. Prior to the issuance of rental payments, all monthly participant data information **must** be entered by Subrecipient into the Homeless Management Information System (HMIS) where such data will be confirmed by the Coalition for the Homeless of Houston/Harris County;
 - g. Section 504 Self Evaluation and Transition Plan; and
 - h. Other records necessary to document compliance with of 24 CFR Part 578.

2. Property Records: The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 578.83. The Subrecipient must insure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person, as defined at 42 U.S.C. 4601, must be kept for five (5) years after he/she has received final payment.

4. Reports: Each month, the Subrecipient will furnish the following reports to the Grantee:
 - Project Status Report.
 - Performance Report
 - Client Data Report.
 - Tally Sheet.
 - Individual Eligibility Forms.
 - Employee Data Report.
 - HMIS Clients Served with Details, Clients in Programs, Service Summary Report, Data Quality Report.
 - Reimbursement Request.
 - Cost Control Report.
 - Cost Worksheet.

- Personnel Cost Worksheet.

The Subrecipient shall ensure HMIS is updated accurately and agrees to work with the Grantee regarding the Annual Reporting Data via SAGE HMIS Reporting Repository.

5. Deadlines

- Monthly reports are to be submitted within ten (10) working days of the end of the reporting periods;
;
- The APR is due to HUD 90 days from the end of the operating year.

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

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

C. Procurement Compliance:

- The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. LOC. GOV'T CODE ANN. 262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by County policy, that may be procured with funds provided hereunder. The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200.318, "Procurement Standards," and shall subsequently follow Subpart C, Property Management Standards, covering utilization and disposal of property. Any real or personal property under the Subrecipient's control that was acquired or improved in whole or in part with CoC funds must either be:
 - Used by the Subrecipient to meet the purpose and scope in 24 CFR 578.103(a)(16) until five (5) years after expiration or termination of the Grantee's CoC Grant Agreement with HUD; or
 - Transferred to the Grantee; or

- c. Disposed of in a manner, consistent with 24 CFR 84.32, which results in the amount of the then current fair market value of the property less any portion thereof attributable to expenditures of non-CoC funds for acquisition thereof, or improvements to, the property being reimbursed to the Grantee. Such reimbursement is not required if disposed of more than five (5) years after the expiration or termination of this Agreement.
2. Further, if within five (5) years of the termination or expiration of this Agreement, the Subrecipient ceases to use any or all personal property attributable to CoC funds to meet the purpose and scope of this Agreement, the personal property shall, in accordance with 24 CFR 84.34, either revert to the Grantee or be disposed of in accordance with the applicable federal rules and regulations, including but not limited to 2 CFR 200.317. After the expiration of five (5) years, the Subrecipient shall have no obligation to comply with this section regarding real or personal property.
3. Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act (TEX. CIV. STAT. ANN. art.1396-1.01, *et seq.*) or any other applicable statute.

X. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; (29 U.S.C. 701 as amended) the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375 and 12086; 24 CFR 5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and all other applicable requirements of 24 CFR Part 578.

The Subrecipient agrees to comply with any federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

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

clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which prohibits sex discrimination in federally assisted education programs.

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

B. Affirmative Action

1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.
2. Women/Minority Business Enterprise: The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
3. Notifications: The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. EEO/AA Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.
5. Grievance: The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact HCCSD only after the complainant has exhausted the Subrecipient's internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the

telephone number to reach HCCSD. The Subrecipient shall immediately notify HCCSD of all grievances or complaints received by the Subrecipient.

C. Labor Standards

1. Wages: The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701-3703] [40 U.S.C.A. 3701 *et seq.*, as amended] as supplemented by Department of Labor regulations, the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874], the Davis-Bacon Act [40 U.S.C.A. 3141-3142] [40 U.S.C.A. 3141 *et seq.*, as amended], and all other applicable federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code (18 U.S.C.A. 201-224) [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.
2. OSHA: Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.
3. Drug Free Workplace: All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of Harris County must certify on an annual basis their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity: The Subrecipient is prohibited from using CoC funds or personnel employed in the administration of the program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
2. Religious Organization: The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 578.87(b).

E. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR 578.95 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or

degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or the Sponsor Agencies that are receiving funds under the CoC program.

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

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

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

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

- H. "Section 3" Clause

- 1. Compliance: The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders. The Subrecipient understands that compliance

shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any sub-Sponsor Agencies. Failure to comply with these requirements shall subject the Grantee, the Subrecipient and any sub-Sponsor Agencies, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 CFR Part 135, Subpart O, 24 CFR Part 135, Subpart D. The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

2. Notifications: The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 3. Subcontracts: The Subrecipient shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.
- I. Subcontracts
1. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.
 2. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 3. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. **Selection Process:** The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subSubrecipients, which selection criteria must conform to the procurement requirements of 24 CFR 84.44, 2 CFR 200.318.
- J. **Whistleblower Protection Act:** The Subrecipient understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contract employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

XI. ENVIRONMENTAL CONDITIONS

- A. **Air and Water:** The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
- Clean Air Act, 42 U.S.C.A 7401 et seq.
 - Clean Water Act, 33 U.S.C.A 1368
 - Executive Order 11738
 - Federal Water Pollution Control Act, as amended, 33 U.S.C.A 1251, et seq., 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended
 - National Environmental Policy Act of 1969 (42 U.S.C.A 4321 et seq.; as amended)
 - HUD Environmental Review Procedures (24 CFR, Part 58).
- B. **Flood Disaster Protection:** The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.
- C. **Lead-Based Paint:** The Subrecipient agrees to comply with HUD Lead-Based Paint Regulations at 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children under 6 years of age.

- D. **Historic Preservation:** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) (54 U.S.C.A. § 306108) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general this requires concurrence from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.
- E. **Wildlife Protection:** The Subrecipient agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 CFR 17.11 (as amended) and 50 CFR Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XII. ASSIGNMENTS AND AMENDMENTS

- A. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.
- B. **Amendments:** It may be necessary for the Grantee or the Subrecipient to alter the program to accommodate unanticipated changes, such as (1) a change in sponsor, (2) a change in project site, or (3) a change in target population. If these changes are necessary, the Grantee or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are approved in writing by HUD. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or the Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written amendment signed by both the Grantee and the Subrecipient.

XIII. TERMINATION OF AGREEMENT

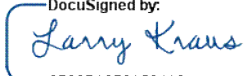
- A. **Automatic Termination:** This Agreement automatically terminates upon the at the end of the time of performance as specified in Article V, TIME OF PERFORMANCE of this Agreement.
- B. **Termination Without Cause:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models,

photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.


- C. Termination With Cause: The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee CoC Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.
 - D. Partial Terminations: Partial terminations of the Scope of Services in **Exhibit "A"** may only be undertaken with the prior approval of the Grantee and/or HUD.
 - E. Breach of the Agreement: Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.
 - F. Close-outs: The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200.343 are completed to the satisfaction of HCCSD and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.
 - G. Reversion of Assets: Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to the Grantee any funds on hand at the time of expiration and any accounts receivable attributable to the use of these funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with the Grantee and the Harris County Auditor.
- XIV. AGREEMENT REQUIREMENTS: Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with the federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.
- XV. INCORPORATION OF EXHIBITS: The following documents shall be part of this Agreement:
- | | |
|-----------|--|
| Exhibit A | Scope of Services |
| Exhibit B | Budget |
| Exhibit C | Certification of Contracts, Grants, Loans and Cooperative Agreements |

Exhibit D	Conflict of Interest
Exhibit E	Conflicts Disclosure Statement
Exhibit F	Conflict of Interest Questionnaire
Attachment I	Continuum of Care Program Regulations – 24 CFR 578
Attachment 2	Notice of Occupancy Rights under the Violence Against Women Act
Attachment 3	Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation
Attachment 4	Lease Addendum

ATTEST:

DocuSigned by:

By: Larry Kraus
Name: Larry Kraus
Title: Director of Grants

SEARCH HOMELESS SERVICES

DocuSigned by:

By: Thao Costis
Name: Thao Costis
Title: CEO

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CAO File No.: 21GEN1033

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Exhibit A, SCOPE OF SERVICES

I. Application

This Scope of Services is based on the approved Application prepared and submitted by the Grantee through the Houston-Harris County Continuum of Care application process. However, in the event of any conflict between the Application and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this CoC program consistent with the program delivery stated in the approved Application.

II. Activities

Activity #1: The Subrecipient will provide supportive services for up to 53 scattered site housing program participants, or as funds allow. The Subrecipient will collect homeless documentation and disability documentation for applicants for the CoC program. The Subrecipient will forward sufficient documentation to the Grantee to verify if the applicant is eligible for the CoC program.

Activity #2: The Subrecipient will provide supportive services, to include but not limited to, case management and an annual assessment of service needs, including access to supportive services, such as: mental health treatment, substance abuse treatment, community based services, medical care, resources for obtaining food and clothing, vocational assessments and training, and transportation in accordance with 24 CFR Part 578.53.

Activity #3: The Subrecipient will, to the greatest extent possible, provide and report on the following outcome objectives as documented in HMIS case notes.

- a. 100% of residents who have not paid rent on time, or who have been notified regarding any other lease violation, will be offered supportive services; 90% of those who engage in services will strategize with the case manager on remedies for late payment of rent and/or lease violation to be documented in case management notes; 90% that work with the case manager to remedy the late payment or lease violation will remain in housing for at least 90 days without being evicted.
- b. 90% of residents who enter during the project year will remain stably housed by the end of the project year.
- c. 70% of residents who enter without any income will establish income from employment and or public assistance for which they are eligible within 12 months of enrollment.
- d. Within 90 days of engaging in services, 90% of residents will develop an individualized service plan, which establishes goals and objectives and identifies activities leading to their accomplishment. Service plan is expected to be updated at least every six months.
- e. At a minimum two monthly on-site/virtual life skills workshops will be made available to the residents.

Activity #4: The Subrecipient will provide notice to the Grantee of any program terminations by the end of the reporting month.

Activity #5: Subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, as applicable.

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to document progress using reporting requirements specified in Paragraph IX. B., parts 4 and 5 of this Agreement by providing the above levels of program services.

The Scope of Services to be provided by the Subrecipient may be amended to include other activities authorized under Federal law that are approved in writing by the Director of the Harris County Community Services Department or the Grantee as applicable, and within the same general type of services described herein.

III. Notice

Grantee

Ms. Adrienne M. Holloway Ph.D., Executive
Director
Harris County Community Services Department
8410 Lantern Point Dr.
Houston, Texas 77054

Subrecipient

Ms. Thao Costis, President & CEO
SEARCH Homeless Services
2015 Congress Avenue
Houston, Texas 77002

Exhibit B, BUDGET**SEARCH HOMELESS SERVICES FOR THE FY 2019 NORTHLINE SRO CONTINUUM OF CARE
GRANT TX0313L6E001909**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Hundred Seventy Seven Thousand Four Hundred Thirty Six Dollars and 80/100 (\$177,436.80) for supportive services, as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Combined Activity Budget			
Service Activity # 1			
Activity:	Case Management		
Unit Description:	Provision of one case management session		
Unit Calculation:	53 clients x 1 unit of case management/mo. x 12 months		
Number of Units to be Provided:	636		
Expense Category	Harris County	Match Funds	TOTAL BUDGET
Personnel	\$ 167,056.80	\$ -	\$ 167,056.80
Professional Fees/Contract Services	-	\$ -	\$ -
Travel	1,380.00	\$ -	\$ 1,380.00
Lease Space	-	\$ -	\$ -
Consumables and Supplies	6,200.00	\$ -	\$ 6,200.00
Rent, Lease Equipment	-	\$ -	\$ -
Other (audit, insurance, office content, etc.)	2,800.00	\$ -	\$ 2,800.00
Total Activity Cost:	\$ 177,436.80	\$ -	\$ 177,436.80
Unit Cost:	\$ 278.99		

Combined Activity Budget			
Service Activity # 2			
Activity:	N/A		
Unit Description:	N/A		
Unit Calculation:	N/A		
Number of Units to be Provided:	N/A		
Expense Category	Harris County	Match Funds	TOTAL BUDGET
Personnel	\$ -	\$ -	\$ -
Professional Fees/Contract Services	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Lease Space	\$ -	\$ -	\$ -
Consumables and Supplies	\$ -	\$ -	\$ -
Rent, Lease Equipment	\$ -	\$ -	\$ -
Other (audit, insurance, office content, etc.)	\$ -	\$ -	\$ -
Total Activity Cost:	\$ -	\$ -	\$ -
Unit Cost:	\$ -		

***Total Grant Amount - \$907,474.00**

\$271,464.00 – supportive services of which **\$177,436.80** will be utilized by SEARCH Homeless Services

\$577,488.00 - rental payments administered by Harris County Community Services Department

\$58,522 - administration costs

Personnel Detail

FY 19

Service Activity # 1

Activity: Case Management

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Match Funds	Match Funds Source Description	TOTAL
Case Manager	1	\$ 3,600.00	12	43,200.00	-		43,200.00
Case Manager	1	\$ 6,000.00	12	72,000.00	-		72,000.00
Team Lead/Case Manager	0.2	\$ 5,000.00	12	12,000.00	-		12,000.00
				-	-		-
				-	-		-
				-	-		-
				-	-		-
				-	-		-
Salary Subtotal				\$ 127,200.00	\$ -		\$ 127,200.00
Fringe Benefits							
FICA (7.65%)				\$ 9,730.80			9,730.80
Worker's Compensation (not to exceed 5%)				500.00			500.00
Insurance				23,000.00			23,000.00
Retirement				4,826.00			4,826.00
Other Fringe Benefits (SUTA, cafeteria plans, etc.)				1,800.00			1,800.00
Fringe Benefits Subtotal				\$ 39,856.80	\$ -		\$ 39,856.80
Operations Personnel Total				\$ 167,056.80	\$ -		\$ 167,056.80

Personnel Detail

FY 19

Service Activity # 2

Activity: N/A

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Match	Match Funds Source Description	TOTAL
				-			-
				-			-
				-			-
				-			-
				-			-
				-			-
				-			-
				-			-
Salary Subtotal				\$ -	\$ -		\$ -
Fringe Benefits							
FICA (7.65%)				\$ -			-
Worker's Compensation (not to exceed 5%)							-
Insurance							-
Retirement							-
Other Fringe Benefits (SUTA, cafeteria plans, etc.)							-
Fringe Benefits Subtotal				\$ -	\$ -		\$ -
Operations Personnel Total				\$ -	\$ -		\$ -

Non-Personnel Detail

Direct Costs for Service Activity #1

FY 19

Activity: Case Management

Description	Harris County Grant Funds	Match Funds	Match Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for match)				
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Travel & Training (ineligible shelter cost)				
Type of Training				\$ -
				\$ -
Type of Travel (non-mileage)				\$ -
				\$ -
				\$ -
				\$ -
Mileage:				
200 mi./mo. x 12 mos. x .575 cents/mi.	1,380.00	-		\$ 1,380.00
<i>Subtotal</i>	\$ 1,380.00	\$ -		\$ 1,380.00
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location:				\$ -
Rent: sq. ft. @ \$ /ft./year				\$ -
				\$ -
				\$ -
Utilities:				\$ -
Electricity				\$ -
Water				\$ -
Telephone				\$ -
Other Utilities:				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Consumable Supplies (describe)				
Metro passes for clients (\$2.50 and \$3.00)	3,000.00	-		\$ 3,000.00
Office Supplies (\$100 per month)	1,200.00	-		\$ 1,200.00
Food for Clients	2,000.00			\$ 2,000.00
				\$ -
<i>Subtotal</i>	\$ 6,200.00	\$ -		\$ 6,200.00
Rent, Lease of Equipment and Furniture				
				\$ -
				\$ -
<i>Rent, Lease Furniture Subtotal</i>	\$ -	\$ -		\$ -
Other Costs				
Direct Audit Costs				\$ -
Postage				\$ -
Direct payments / benefits to clients				\$ -
Program specific insurance				\$ -
Client ID	400.00			\$ 400.00
Life Skills Training	1,200.00			\$ 1,200.00
Employment Assistance and Job Training	1,200.00			\$ 1,200.00
<i>Other Costs Subtotal</i>	\$ 2,800.00	\$ -		\$ 2,800.00
Non-Personnel Detail Total	\$ 10,380.00	\$ -		\$ 10,380.00

CDBG Budget Summary

Program Year:	FY 19					
Name of Project:	Housing Stability Case Management					
Grant Funds Requested by Activity	Activity No.	No. of units	HCCSD Award (Share)	MATCH	TOTAL PRGM/ACT COSTS	HCCSD Unit/Price
Case Management	1	636	\$177,436.80	-	\$177,436.80	\$278.99
N/A	2	N/A	\$0.00	-	\$0.00	\$0.00
Subtotals:			\$177,436.80	\$ -	\$177,436.80	
Summary of Funds from other sources (Entity name and type) of funding (Leveraging):	Activity No.	No. of Units				\$ Contribution / Unit
	1	636	-	\$ -		
	2	N/A	-	\$ -		
Subtotal:			\$ -			
Summary of Project Funding						
Harris County - Direct			\$177,436.80			
Total Other Sources of Funding (Leveraging)			\$0.00			
Project Budget Total:			\$177,436.80			
Harris County Percentage of Total Funding (Harris County Grant Funds / Total Revenues of Activities)			100.00%			

Match less than the amount included in this budget shall be acceptable if the costs of supportive services during the program year is less than the total grant award. Required match is not less than 25% of funds or in-kind contributions from other sources.

SEARCH is not required to supply a MATCH.

The Supportive Services shall be for up to 53 program participants living in scattered site housing, or as funds allow.

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress 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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Executed this ____ day of _____, 2021.

By _____
(Signature)

(Type or Print Name)

(Title)

Covered Action: **SEARCH HOMELESS SERVICES FOR THE FY 2019 NORTHLINE SRO CONTINUUM
OF CARE GRANT TX0313L6E001909**

EXHIBIT D, CONFLICT OF INTEREST

All Applicants

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

Continuum of Care

The Continuum of Care rule at 24 CFR 578.95 provides that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient and Subrecipient (1) who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Participation by homeless individuals who also are participants under the program in policy or decision making under 24 CFR 578.95 of this part does not constitute a conflict of interest.

A disclosure of the nature of any perceived or actual conflict must be made prior to the execution of agreements utilizing COC.

IF NO CONFLICT EXISTS, COMPLETE THE FOLLOWING:

- ☐ I certify that no conflict of interest exists between Harris County and (name of organization) _____.
- ☐ I certify that no conflict of interest exists between the subSubrecipients of and (name of organization) _____.

IF A CONFLICT EXISTS, COMPLETE THE FOLLOWING:

- ☐ I certify that a conflict of interest does exist between Harris County and (name of organization) _____.
- ☐ I certify that a conflict of interest does exist between (name of subSubrecipient) _____ and (name of organization) _____.

Describe the nature of the conflict of interest below. Identify the individual, employment and the conflict or potential conflict, and their affiliation with your organization.

Signature of Authorized Agency Official

Date

Typed Name and Title

Exhibit E, Conflicts Disclosure Statement**LOCAL GOVERNMENT OFFICER****FORM CIS****CONFLICTS DISCLOSURE STATEMENT**

(Instructions for completing and filling this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1. Name of Local Governmental Officer**2. Office Held****3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code****4. Description of the nature and extent of employment or business relationship with person named in Item 3****5. List gifts if aggregate value of the gifts received from person named in Item 3 exceeds \$250**

Date Gift Received _____	Description of Gift _____	<input type="checkbox"/> Did Not Accept Gift
Date Gift Received _____	Description of Gift _____	<input type="checkbox"/> Did Not Accept Gift
Date Gift Received _____	Description of Gift _____	<input type="checkbox"/> Did Not Accept Gift

(attach additional forms as necessary)

6. AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge the statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A “local government officer” is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filled with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

1. **Name of Local Government Officer.** Enter the name of local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
4. **Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described in Section 176.003(a), Local Government Code.
5. **List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
6. **Affidavit.** Signature of Local government officer.

Exhibit F, Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<div>OFFICE USE ONLY Date Received</div>
<p>1. Name of person doing business with local governmental entity.</p>		
<p>2.</p> <div><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</div> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Describe each affiliation or business relationship with an employee or Subrecipient of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>		
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>		

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****Page 2****5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

ATTACHMENT 1

Continuum of Care Program Regulations – 24 CFR 578 found at:

https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf

ATTACHMENT 2NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACTU.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017**HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT****Notice of Occupancy Rights under the Violence Against Women Act¹****To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [insert name of program or rental assistance] is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Form HUD-5380
(12/2016)

If you otherwise qualify for assistance under [insert name of program or rental assistance], you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under [insert name of program or rental assistance], you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under [insert name of program or rental assistance] solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator

was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays,

Form HUD-5380
(12/2016)

Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

Form HUD-5380
(12/2016)

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.

Form HUD-5380
(12/2016)

- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property.

This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

Form HUD-5380
(12/2016)

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

ATTACHMENT 3

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5382
(12/2016)

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Form HUD-5382
(12/2016)

ATTACHMENT 4**VIOLENCE, DATING VIOLENCE
OR STALKING****U.S. Department of Housing
and Urban Development
Office of Housing**OMB Approval No. 2502-0204
Exp. 6/30/2017**LEASE ADDENDUM****VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant_____
Date_____
Landlord_____
DateForm HUD-91067
(9/2008)

ORDER OF COMMISSIONERS COURT
Authorizing Agreement

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

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

**ORDER AUTHORIZING AGREEMENT BETWEEN HARRIS COUNTY AND SEARCH
HOMELESS SERVICES FOR THE FY2019 NORTHLINE SRO CONTINUUM OF
CARE GRANT TX0313L6E0019109**

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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 adopted follows:

IT IS ORDERED that:

- Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County and SEARCH Homeless Services. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.
- Section 2: The Community Services Department and its Director or her Designee are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Agreement.