

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]

WITH

[SUBRECIPIENT NAME],

[a _____ nonprofit corporation][a political subdivision of the State of Texas]

[Highlighted text only applies to political subdivisions (included are cities, COGs and PHAs)]

CFDA: 21.023

Awarding Federal Agency: U.S. Department of the Treasury (Treasury)

Federal Award Year: 2021

Pass Through Entity: Texas Department of Housing and Community Affairs

Entity Type: Subrecipient

Unique Entity Identifier Number: [DUNS/UEI NUMBER]

SECTION 1. PARTIES TO THE CONTRACT

This Emergency Rental Assistance Round 2 ("**ERA-2**") Program Housing Stability Services and Other Financial Assistance Contract Number [202200000XX] ("**Contract**") is made and entered into by and between the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, ("**Department**" or "**TDHCA**") and the [SUBRECIPIENT NAME], [a political subdivision of the State of Texas] [a _____ nonprofit corporation] ("**Subrecipient**") hereinafter, collectively, the "**Parties**".

SECTION 2. CONTRACT TERM FOR PERFORMANCE AND CLOSE-OUT

This Contract shall commence on March 31, 2022, and terminate as follows, unless extended by written agreement or terminated earlier: (1) the Subrecipient is permitted to incur eligible expenses under this Contract until March 31, 2024 ("**Contract Term**"); and (2) the Department's obligations under the Contract shall end forty-five (45) calendar days after the Contract Term, and is conditioned on the Subrecipient's successful completion of the terms herein ("**Close-Out Process**"), unless earlier terminated as provided herein.

SECTION 3. DEFINITIONS, SCHEDULE, SERVICE AREA, PROGRAM REQUIREMENTS, INCOME AND HOUSEHOLD QUALIFICATION

A. Purpose.

Subrecipient shall utilize U.S. Department of the Treasury ("**Treasury**") funds under Section 3201(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2; March 11, 2021) ("**Federal Act**"), specifically funds allocated under Section 3201(a) of the Federal Act, to provide Housing Stability Services and Other Financial Assistance in accordance with the Program Requirements as defined herein, and the terms of this Contract and the exhibits and addendums attached hereto and incorporated herein for all relevant purposes.

B. **Definitions.**

Capitalized terms used in this Contract shall have the meanings specified in this Section 3 of this Contract, unless the context clearly requires otherwise. Certain additional terms may be defined elsewhere in this Contract. If the definition and terms of this Contract conflict with the definition and terms of the Program Requirements defined in this Section 3, then this Contract shall control unless it would make the Contract void by law. Any capitalized terms not specifically mentioned in this Contract (including any and all addendums or exhibits to this Contract) shall have the meaning as defined in the Program Requirements, as applicable:

1. **“Area Median Incomes”** or **“AMI”** area median income for a Household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for “Access Individual Median Family Income Areas” at <https://www.huduser.gov/portal/datasets/il.html>.
2. **“Duplication of Benefits”** or **“DOB”** occurs when a beneficiary receives assistance from multiple sources for the same purpose, and the total eligible assistance received for that purpose is more than the total need for assistance.
3. **“Eligible Costs”** include the actual cost of providing Housing Stability Services and Other Financial Assistance to Eligible Households. All assistance funds must be for Housing Stability Services or Other Financial Assistance and must be tied to specific Eligible Households, as further outlined in Section 5(B) of this Agreement.
4. **“Eligible Household”** is a Household that meets the following criteria:
 - a. Household’s permanent rental residence is located in Texas or they have no permanent rental residence and they are residing in a shelter or other place of public accommodation or unhoused;
 - b. Household income is at or below eighty percent (80%) of Area Median Income;
 - c. One or more of the Household members qualified for unemployment benefits on or after March 13, 2020; or attests in writing that indirectly or directly due to or during the pandemic they have: Experienced a reduction in Household income; experienced an increase in significant costs; or experienced other financial hardship; and
 - d. The Household is unhoused, at risk of homelessness or housing instability by providing an eviction notice or past-due utility or rent notice; or attests that unless they receive Household Stability Services or Other Financial Assistance, they would have to move to an unsafe/unhealthy environment like a shared living situation, emergency shelter, or overcrowded living situation.
5. **“Household”** or **“Households”** is defined as all persons occupying the same dwelling unit regardless of their relationship to each other. The occupant(s) could consist of a single person, single family, two (2) or more families living together, or any other group of related or unrelated persons who share living arrangements. If the entire Household is in a shelter or other place of public accommodation or unhoused, the Household consists of persons that would live together if the person or persons were in a rental housing unit. Live-in aides are not part of the Household.

6. **“Household Stability Services”** is a type of assistance that includes a broad range of services that target Households at risk of homelessness and instability that are intended to enable Eligible Households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing entities and organizations (such as housing navigators or promotora) that help Households access Emergency Rental Assistance (“**ERA**”) programs, or other available rental assistance programs, or help Households find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney’s fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.
7. **“Ineligible Costs”** means the Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
- a. Have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than this Contract, including other Department funds;
 - b. Are not allowable costs, as set forth in the ERA-2 Bill and Treasury published guidance related to ERA, [Texas Grant Management Standards under Chapter 783 of the Texas Government Code and its implementing regulations at 34 TAC §20.421 (“**TXGMS**”),] and 2 CFR Part 200;
 - c. Are not strictly in accordance with the terms of this Contract, including the attached addendums and attachments;
 - d. Have not been reported to Department within forty-five (45) calendar days following termination of this Contract;
 - e. Are not incurred during the Contract Term; and
 - f. Are used for clients that are not part of an Eligible Household.
8. **“Other Financial Assistance”** means activities that are other expenses as identified by the U.S. Secretary of the Treasury.

C. **Expenditure Schedule.**

All funds must be expended in accordance with the “Contract Benchmarks”, “Performance Statement and Benchmarks”, the “Budget”, and the “Income Determination and Verification” attached hereto as Exhibits A, B, C, and D respectively, and must be expended before the expiration of the Contract Term. All expenses must be reported within the Close-Out Processing date. Performance related to established targets will be reported in the monthly performance report. The Department reserves the right to request an additional expenditure reports or expenditure schedules if it appears funds will not be expended within the Contract Term or in accordance with this Contract, including exhibits. Failing to meet targets may result in deobligation of funds in whole or in part from this Contract. The Subrecipient is liable for any associated disallowed costs if a person who is eligible to receive the benefit or services does not actually receive them, and the Subrecipient reported the costs or received reimbursement for the costs.

D. **Service Area.**

The Subrecipient shall outline the service area in its contracts with subawardees or subcontracts. Subrecipient must provide written documentation of the subawardee's or subcontractor's service area by May 16, 2022.

E. **Program Requirements.**

Subrecipient must comply with all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including but not limited to Section 3201(a) of the Federal Act, 86 FR 1585, ERA Reporting Guidance, 2 CFR Part 200, [TXGMS as defined herein], Housing Stability Services Notice of Funding Availability ("NOFA"), Chapter 2306 of the Texas Government Code, and Chapters 1 and 2 (as applicable), Title 10, Part 1 of the Texas Administrative Code. Subrecipient further agrees to comply with the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A, "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B, "Certification Regarding Debarment, Suspension and Other Responsibility Matter" attached hereto as Addendum C, the "Contract Benchmarks" attached hereto as Exhibit A; the "Performance Statement and Benchmarks" attached hereto as Exhibit B; the Budget attached hereto as Exhibit C; "Income Determination and Verification" attached hereto as Exhibit D, all such addendums and exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient herein and with all other terms, provisions, and requirements of this herein set forth (collectively, the "**Program Requirements**"). All such addendums and exhibits are incorporated herein for all relevant purposes.

F. **Household Qualification.**

Subrecipient shall outline in its contracts with subawardees or subcontracts that Household qualification shall be determined through the methods described below and in further detail in the "Income Determination and Verification" attached hereto as Exhibit D. Any Household receiving Housing Stability Services or Other Financial Assistance must be determined to be an Eligible Household through all the following verification methods:

1. Household COVID-19 Impact Certification. The Household must complete a Household COVID-19 Impact Certification form through which they attest that anyone in the Household has experienced financial hardship during or due directly or indirectly to the COVID-19 pandemic, included but not limited to unemployment, reduction in income, increased Household costs, or other financial hardship.
2. Household Housing Instability Certification. The Household must demonstrate they are unhoused, at risk of homelessness or housing instability by providing an eviction notice or past-due utility or rent notice, or by completing a Household Housing Instability Certification Form through which they attest that if they do not receive Household Stability Services or Other Financial Assistance, they would need to move into or continue living in an unsafe or unhealthy living environment, like a shared living situation, emergency shelter, or an overcrowded space.

3. Household Income Certification. The Household must attest to their Household annual income, which must be at or below eighty percent (80%) of AMI. Except as otherwise noted, Subrecipient or subawardee must complete a household income certification form ("**HIC**") or a similar tool. Household income is determined based on the definition of income, as modified and described in the "Income Determination and Verification" attached as Exhibit D to this Contract, and the level of documentation needed will vary based off Household circumstances. The "Income Determination and Verification" attached as Exhibit D also outlines which Households will automatically qualify based off eligibility for other programs.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

A. Financial Obligations.

In consideration of Subrecipient's ongoing and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient beginning not earlier than March 31, 2022, and through the Contract Term in an amount up to the total Budget amount in Exhibit C, and in accordance with the terms of this Contract.

B. Availability of Funds.

Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate ERA-2 funds from the U.S. Department of the Treasury. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract, and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

C. Ineligible Costs.

Department shall not be liable to Subrecipient for Ineligible Costs.

D. Deobligation of Funds.

Failure to meet an expenditure benchmark as reported in the "Monthly Expenditure and Performance Report" as identified in the "Contract Benchmarks" attached hereto as Exhibit A, may result in the Department (in its sole discretion) deobligating the unreported amount of expended funds for the benchmark and deobligating an equivalent proportion of administrative funds.

SECTION 5. PAYMENT, ALLOWABLE EXPENSES, CASH BALANCES, DUPLICATION OF BENEFITS

A. One-Time Request for Advance of Funds.

1. Per 2 CFR §200.305, the Subrecipient may request a one-time working capital advance of funds (no more than thirty (30) days cash need) by submitting to TDHCA a properly completed planned expenditure report that includes a request for advance funds, in a format specified by TDHCA. TDHCA shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until TDHCA has reviewed and approved such request. TDHCA may request Subrecipient to make modifications to the disbursement request and is authorized to modify the disbursement procedures set forth herein as may be necessary or advisable for compliance with the laws and regulations and Program Requirements. Thereafter, the Subrecipient may be reimbursed for the amount of actual cash disbursements, on a reimbursement basis. Subrecipient must place any advance funding in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) into an insured, interest bearing account.
2. Subrecipient's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs, and shall be timed as closely as possible to be in accord with actual cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDHCA to the Subrecipient and the spending of such funds and shall ensure that such funds are disbursed as soon as administratively possible. If Subrecipient subcontracts or subawards any part of its award, it must have financial management systems in place to pay the subcontractor or subawardee for expenses under the agreement, generally within thirty (30) days. Subrecipient must require that its subawardees place any advance funding it provides to subawardees in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) in an insured, interest bearing account.

B. Allowable Expenses.

All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of Eligible Households. Staff time to attend or participate in contract training are eligible administrative costs. Subrecipient may incur administrative costs for activities associated with the closeout of the Contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term. Subrecipient may incur administrative costs for proportional amount of leased space, transportation, mileage and supplies based upon time spent on Eligible Costs.

All activities and expenses must be an activity or must be part of an activity to obtain or maintain housing. Subrecipient shall refer to the TDHCA HSS Program Guidelines for additional detail relating to allowable expenses provided herein Activities listed in subparagraphs 1-5 are "Household Stability Services", while subparagraph 6 is "Other Financial Assistance". These activities may include:

1. Outreach Services.
 - a. Funding of housing navigators or promotora.
 - b. Hosting of in-person and web-based clinics, that help Households access the Texas Rent Relief Program or other rental assistance programs.
 - c. Other resources or efforts to assist Households in finding housing.
2. Shelter Services.

- a. If the Household is unhoused (i.e. living on the street, car, or shelter), the Subrecipient may provide food, basic clothing needed for protection from the elements, or to obtain employment or basic hygiene products.
 - b. Portable handwashing stations or bathroom facilities.
 - c. Provision of stipends or short-term payment assistance to public or private campgrounds willing to make or provide access to cabins or other dwellings available for persons needing temporary housing solutions.
3. Housing Services.
- a. Housing counseling and fair housing counseling.
 - b. Case management related to housing stability.
Housing-related services for survivors of domestic abuse or human trafficking.
4. Eviction Diversion Services.
- a. If assisting a Household not receiving this type of assistance from Texas Access to Justice Foundation subrecipients (already receiving ERA-1 or ERA-2 Stabilization funds), eviction prevention and eviction diversion activities, which can include paying for eviction appeal bonds (if the eviction case is handled by an attorney and the attorney makes a professional decision that the expense is reasonable). This excludes rental or utility bill assistance.
 - b. If assisting a Household not receiving this type of assistance from Texas Access to Justice Foundation subrecipients (already receiving ERA-1 or ERA-2 Stabilization funds), legal services or attorney's fees related to eviction proceedings and maintaining housing stability.
 - c. If assisting a Household not receiving this type of assistance from Texas Access to Justice Foundation subrecipients (already receiving ERA-1 or ERA-2 Stabilization funds), mediation or alternative dispute resolution between landlords and tenants.
5. Social Services for Housing Stability.
- a. Specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.
 - b. Assistance in qualifying for unemployment, rental assistance, or other benefits that help stabilize the Household.
 - c. Transportation directly associated with stabilizing the Household (i.e. bus/cab fare or IRS mileage for a service provider to take a Household to view an available unit or access other social services).
 - d. Employment services and job training if job loss or loss of income was due to COVID-19 and if needed to obtain or maintain access to housing.
 - e. Financial literacy assistance as needed to understand documents needed to obtain or maintain access to housing.
 - f. Supporting embedded caseworkers on-site at shelters, permanent supportive housing properties or properties willing to commit to serve persons exiting homelessness (activities performed by caseworkers must be otherwise eligible).
 - g. Mental health counseling and associated medical services and substance use treatment, including but not limited access to a mental health practitioner for medication management for persons with disabilities, as required to obtain or maintain housing.
 - h. ID recovery to help obtain identification documentation.
 - i. Help with job placement (including associated childcare while searching for a job).

- j. Technology costs, but only if the technology is a needed supply for the program participant to attend a Housing Stability Services training program, search for employment, or communicate with a remote medical provider and the expense is directly necessary to obtain or maintain housing, then broadband assistance or purchase of a computer is allowed. Otherwise, technology costs are not allowed. Within this allowable activity noted, no individual purchase of equipment of \$5,000.00 or more is allowed. Supplies remain the property of the Subrecipient or subawardee/subcontractor and must be reported to the Department at the end of the Contract Term
 - k. Case management services related to housing stability, including but not limited to help accessing other benefits (e.g., SNAP, SSI, SSDI, Veteran's assistance, and Medicaid). A caseworker's salary is an eligible service if the casework provided is for eligible activities and their time is maintained via timesheets pursuant to 2 CFR Part 200.
 - l. Assistance with correcting eviction, debt, or other inaccurate data from a Household's credit report.
6. **Other Financial Assistance.**
- a. Provision of rental deposits or utility deposits, including pet deposits (excluding monthly rent charges for pets).
 - b. Payment of rental of moving vans or hiring of movers (must have three quotes).
 - c. Provision of landlord incentive payments to improve likelihood of finding housing through negotiating with landlords, and expanding the housing pool for Households facing barriers to housing (e.g., Households with criminal backgrounds, poor credit, debt or poor rental history.)
 - d. Short term payments for hotels/motels.

C. **Refund.**

Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment. Subrecipient shall make such refund within ten (10) calendar days after the Department's request.

D. **Repayment.**

Subrecipient shall repay funds that the Department determines has not been spent strictly in accordance with the terms of this Contract and by which the period of obligation has expired. Subrecipient shall make such repayment within ten (10) calendar days after the Department's request.

E. **Duplication of Benefits.**

Under no circumstances shall a Household receive a Duplication of Benefits ("**DOB**"). Any excess from a DOB must be returned to the Department within ten (10) days. This Subsection E of Section 5 of the Contract must be incorporated into any and all subaward and subcontract agreements.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

A. **Administrative Requirements and Cost Principles.**

Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in 2 CFR Part 200. [Subrecipient shall also follow the TXGMS. Subrecipient agrees that if funds are added to this Contract TXGMS will remain an administrative standard.]

B. **Indirect Cost Rate.**

Subrecipient has an approved indirect cost rate of [0%]. Indirect costs are only allowable if Subrecipient has an approved federal indirect cost rate or is using the de minimis rate on all its federal contracts per 2 CFR §200.414(f).

C. **Financial Management and Audit Requirements.**

Subrecipient must demonstrate to the satisfaction of the Department that they are in compliance with the financial management requirements at 2 CFR Part 200, including the single audit requirements of 2 CFR §200.501. Audit requirements are set forth in the Texas Single Audit Act and 2 CFR Part 200, Subpart F. The expenditure threshold requiring an audit is Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) of Federal funds. Subawardees of the Subrecipient must comply with financial management systems in accordance with 10 TAC §1.402. Subrecipient shall ensure compliance by subawardee, if applicable.

D. **Audit Review.**

Department reserves the right to conduct additional audits of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. **Subcontracts and Subawards.**

The Subrecipient shall include language in any subcontract or subaward that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

F. **Certification Form.**

For any fiscal year ending within or one (1) year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) calendar days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("**FAC**") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic mail to: SAandACF@tdhca.state.tx.us.

G. **State Auditor's Right to Audit.**

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Administrator Agreement. The acceptance of funds by the Administrator or any other entity or person directly under the Administrator Agreement or indirectly through a subcontract under the Administrator Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Administrator or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Administrator shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

SECTION 7. TERMINATION AND SUSPENSION

A. Termination.

Upon adequate notice, and as per 10 TAC §2.202, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and may require the deficiencies be corrected. Repeated instances of not meeting the Contract Benchmarks as reflected in Exhibit A will be good cause to terminate the Contract, in the Department's sole discretion.

B. Suspension.

As per 10 TAC §2.202, Department may suspend this Contract, in whole or in part, at any time Department determines that there is cause for suspension. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

C. Liability.

Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. **Withholding of Payment.**

Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department or other liability is agreed upon or is otherwise determined in writing between the Parties.

SECTION 8. PROHIBITED USE OF FUNDS

Subrecipient may not use funds under this Contract for any activity or in any manner not reflected in this Contract or in the "Budget" attached hereto as Exhibit C.

SECTION 9. RECORDS AND RECORDKEEPING REQUIREMENTS

A. **General.**

For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the [TXGMS] and 2 CFR Part 200. Subrecipient agrees to comply with any changes to the [TXGMS and] OMB recordkeeping requirements. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

B. **Open Records.**

Subrecipient acknowledges that all information written, produced, collected, assembled, or maintained by Subrecipient pursuant to this Contract is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must be provided to citizens, public agencies, and other interested parties in accordance with the Texas Public Information Act. Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State of Texas pursuant to this Contract, available in a format that is accessible by the public at no additional charge to the State of Texas. A request to the Subrecipient for public information shall be communicated to the Department's contact identified in this Contract, by the close of business on the following business day after the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to the Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Subrecipient shall send the information to the Department. Subrecipient shall timely contact the Department if there will be any delay in sending the information request or responsive documents to the Department.

C. **Access to Records.**

Subrecipient shall give U.S Department of the Treasury, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. **Record Retention.**

Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) six (6) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. **Treasury Funds.**

Subrecipient shall track, account for, and report on this Treasury funding separate from other funds. Upon request, Subrecipient shall report to the Department to extent these funds were used as match for other programs.

F. **Disaster Recovery Plan.**

Upon request of the Department, Administrator shall provide copies of its most recent business continuity and disaster recovery plans.]

SECTION 10. REPORTING REQUIREMENTS

A. **General.**

Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. **Subawardee Report**

By May 16, 2022, Subrecipient shall submit to Department a Subawardee Report, which will outline the following: subawardee application process, subawardee selection process, and all subawardee information (name, award amount, service area, and information requested under Section 17(C) and 17 (D) of this Contract).

C. **Expenditure and Performance Reports.**

By the fifteenth (15th) day of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month (including a partial month), regardless of whether Subrecipient makes a fund request. Subrecipient must file a

monthly Expenditure and Performance Report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review.

D. **Final Reports.**

Subrecipient shall submit a final Expenditure and Performance Report to the Department after the end of the Contract Term. Subrecipient must file a final Expenditure and Performance Report within forty-five (45) calendar days after the end of the Contract.

E. **Inventory.**

Subrecipient shall submit to Department no later than forty-five (45) calendar days after the end of the Contract Term an inventory of all vehicles, and equipment (as defined federally) with a unit acquisition cost of Five Thousand and No/100 Dollars (\$5,000.00) or more and a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract. The inventory shall reflect the equipment on hand as of the last day of the Contract Term. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving federal funds from the Department.

If required by the U.S. Department of the Treasury, aggregate Supplies of over Five Thousand and No/100 Dollars (\$5,000.00) must be reported to the Department no later than forty-five (45) calendar days after the end of the Contract Term using federal form SF-428, which is a standard form to collect information related to tangible personal property or other form required by the U.S. Department of the Treasury.

F. **Default.**

If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract.

G. **Unique Entity Identifier Number.**

Subrecipient shall provide the Department with a Unique Entity Identifier Number on all contracts and agreements. The Unique Entity Identifier Number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current Unique Entity Identifier Number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

A. **Amendments and Changes Required by Law.**

If a change in federal law or regulation or state law or regulation occurs that requires a change, addition, or deletion to the terms of this Contract, the change is automatically incorporated in this Contract and is effective on the date designated by such law or

regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 of this Contract may be further evidenced by a written amendment.

B. General.

Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be amended in writing and executed by both Parties to this Contract.

C. Electronic Signatures.

If any party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

D. Amendment Requests.

The Department must receive any Contract amendment requests in writing. Amendment requests may be considered at the discretion of the Department.

SECTION 12. PROGRAM INCOME

A. General.

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with 2 CFR Part 200. If Subrecipient earns more than Five Hundred and No/100 Dollars (\$500.00) in annual interest amounts such interest must be returned to the Department.

B. Reimbursement.

During and after the Contract Term, Subrecipient will return proportionally any refunds or reimbursements from rental deposit, utility deposits, childcare costs or any other program income to the Department within ten (10) calendar days of receipt. Program income any subcontractor, or subawardee receives, must also be returned to the Department within ten (10) calendar days. This requirement must be listed in the Subrecipient's agreement with subcontractor or subawardee.

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in

Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 14. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 15. PROCUREMENT STANDARD

- A. Subrecipient shall comply with 10 TAC §1.404, [TXGMS,] this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined federally) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Five Thousand and No/100 Dollars (\$5,000.00), or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.

SECTION 16. SUBCONTRACTS

- A. Subrecipient, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDHCA is in no way liable to the Subrecipient's subcontractor(s). All subcontracts must be for goods or services and paid out of administrative funds. Subcontractors must be procured in accordance with 2 CFR Part 200, and 10 TAC §1.404.
- B. Subrecipient has the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all Contract terms and as if such performances rendered were rendered by Subrecipient. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract.
- C. Administrator represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Administrator shall include language in any subcontract or subgrant that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Administrator Agreement.

SECTION 17. SUBAWARDS

- A. Subrecipient may request to the Department to enter into a subaward to a unit of local government, council of government, public housing authority, or private nonprofit organization for some or all of its program and administrative funds through a direct (non-competitive) award. The Subrecipient must fulfill all of the requirements of a pass-through entity listed in 2 CFR §200.332, and must monitor its subawardee at least once during the Contract Term.
- B. Any subaward must contain all the applicable terms and conditions required by federal

and state requirements and as further reflected in this Contract including but not limited to items specifically identified in this Contract, 2 CFR §200.332, and 2 CFR Part 200 Appendix II (as applicable).

- C. Subrecipient must provide the Department with the applicable contact information for all subawards to ensure that accurate contact information is available relating to Housing Stability Services and Other Financial Assistance to include in a list of resources for eligible Households and members of the public. Subawardees may not further subaward funds except as approved by the Department in writing. Any further sub-subawardees service area and contact information must also be reported to the Department.
- D. Before entering into a contract or other agreement with a subawardee, Subrecipient must:
 - 1. check the Federal and TDHCA's debarment list for the entity and for governing board members of subawardees;
 - 2. ensure that the entity (if applicable) is current on its Single Audit submission to the Federal Audit Clearinghouse;
 - 3. request a disclosure for matters under 2 CFR §200.113, 2 CFR Part 200 Appendix XII, or the Fair Housing Act; and
 - 4. provide the Department this information by May 16, 2022.
- E. The Subrecipient, in subawarding for any performances described in this Contract, expressly understands that in entering into such subawards, the Department is in no way liable to the Subrecipient's subawardee(s). Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subawardee's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. TRAVEL

Subrecipient shall adhere to 2 CFR Part 200 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances"), or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Such information shall be in its agreements with its subgrantees.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

SECTION 20. LEGAL AUTHORITY

A. Legal Authority.

Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to

perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. **Signature Authority.**

The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. **Termination; Liability.**

Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

D. **Merger; Default.**

Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

E. **Nonprofit Organization.** [remove for political subdivisions]

Subrecipient is a private nonprofit charitable organization organized and operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code. Subrecipient is and will continue to remain duly organized, validly existing and in good standing under the laws governing its creation and existence, and will continue to be duly authorized and qualified to transact any and all applicable business contemplated hereunder and in the State of Texas, and possesses and will continue to possess all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Contract, the execution, delivery and performance of which have been or will be duly authorized by all necessary action.

SECTION 21. COMPLIANCE WITH LAWS

A. **Federal, State, and Local law.**

Subrecipient shall comply with the Program Requirements under Subsection E, Section 3 of this Contract, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Upon request by Department, Subrecipient shall furnish satisfactory proof of its compliance therewith. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this

Contract shall be used for any illegal activity or activity that violates any federal, state, or local laws.

B. Drug-Free Workplace Act of 1988.

The Subrecipient affirms by signing this Contract and the “Certification Regarding Drug-Free Workplace Requirements” attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 USC §701, *et seq.*).

C. Limited English Proficiency (“LEP”).

Subrecipient must ensure equal access to services by non-English speaking residents. Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 reprinted at 65 F.R 50121, August 16, 2000 Improving Access to Services with LEP at 67 F.R. 41455. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

D. Information Security and Privacy Requirements.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
2. Information Security and Privacy Agreement (“ISPA”). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department’s website at the “Information Security and Privacy Agreement” link. The requirements of the ISPA must be incorporated into an agreement with any subcontractor or subawardee, as applicable.

E. Prevention of Trafficking.

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

F. Prohibited Expenditures on Certain Telecommunications and Video Surveillance Serves and Equipment.

1. General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

SECTION 22. PROTECTIONS FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. §4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in Subsection A of this Section 22 includes the following:
 1. a member of Congress or a representative of a committee of Congress;
 2. an Inspector General;
 3. the Government Accountability Office;
 4. a Treasury employee responsible for contract or grant oversight or management;
 5. an authorized official of the Department of Justice or other law enforcement agency;
 6. a court or grand jury; and/or
 7. a management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce and incorporate this requirement into its agreements with subawardees and subcontractors.

- D. This Section 22 of this Contract must be incorporated into any and all subaward and subcontract agreements.

SECTION 23. DUPLICATION OF BENEFITS

- A. Subrecipient shall establish and maintain adequate procedures to prevent any duplication of benefits.
- B. Any excess from a duplication of benefits must be returned to the Department within ten (10) days.
- D. This Section 23 of this Contract must be incorporated into any and all subaward and subcontract agreements.

SECTION 24. PREVENTION OF WASTE, FRAUD, ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the Emergency Rental Assistance Housing Stability Services and Other Financial Assistance program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.
- D. Subrecipient must incorporate the provisions of this Section 24 in any and all agreements with any subcontractor or subawardee.
- E. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

SECTION 25. TREASURY REQUIREMENTS

- A. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should adopt and encourage its subawardees and subcontractors (as applicable) to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- B. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Subrecipient should encourage its employees, and subawardees and subcontractors to

adopt and enforce policies that ban text messaging while driving, and Subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

- C. Subrecipient must incorporate the provisions of this Section 25 in any and all agreements with any subcontractor or subawardee.

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract. In addition, the written standards must meet the requirements in 2 CFR §200.318.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. This also applies to the procurement of goods and services under 24 CFR §§200.317 and 200.3186.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.
- E. Subrecipient must incorporate the provisions of this Section 26 with any subcontractor or subawardee.
- F. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- G. [FOR POLITICAL SUBDIVISION: If Subrecipient is a local governmental entity in addition to the requirements of this Section 24, Subrecipient shall follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.]

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

- A. **Political Activities and Legislative Influence Prohibited.**

None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

B. Certification Regarding Lobbying.

None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Subrecipient and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes. See also 31 CFR Part 21.

C. Lobbying Expenditures.

Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

D. Political Polling Prohibition.

Administrator represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling.

SECTION 28. NON-DISCRIMINATION, EQUAL ACCESS AND EQUAL OPPORTUNITY

A. Non-Discrimination.

In accordance with Section 2105 of Texas Government Code, Subrecipient represents, and warrants that it will not use funds made available under this Contract in a manner that discriminates on the basis of race, color, nation origin, sex or religion

B. Equal Opportunity.

Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24,

1965, as amended, and its implementing regulations at 41 CFR Part 60. Subrecipient must comply with the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and its implementing regulations at 24 CFR Part 107.

C. **Accessibility.**

Subrecipient must comply with the accessibility standards under (i) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12101) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall follow the Department's accessibility rules in 10 TAC Chapter 1, Subchapter B. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.

D. **Age Discrimination Act of 1975.**

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 *et seq.*) and Treasury's implementing regulations at 31 CFR. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance. Subrecipient represents and warrants its compliance with the requirements of the Age Discrimination Act of 1975, and its implementing regulations, as each may be amended.

E. **Civil Rights Act of 1964.**

Subrecipient must follow Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.

F. **Fair Housing Act.**

Subrecipient must follow the Fair Housing Act (42 U.S.C. §3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability, as implemented by the U.S. Department of Housing or Urban Development ("**HUD**") at 24 CFR Parts 100-115.

G. **Subcontracts.**

Subrecipient must incorporate the provisions of this Section 28 into an agreement with any subcontractor or subawardee.

SECTION 29. FIDELITY BOND AND INSURANCE REQUIREMENTS

A. **Fidelity Bond.**

[Subrecipient and any nonprofit subgrantee shall maintain adequate fidelity bond coverage as set forth in 10 TAC §1.406.][Any nonprofit subgrantee shall maintain adequate fidelity bond coverage as set forth in 10 TAC §1.406.

B. **Insurance.**

Subrecipient and subgrantee must modify its standard insurance policies, if applicable, to cover the work under this Contract. [FOR POLITICAL SUBDIVISIONS: Subrecipient is a self-funded entity in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy.]

C. **Subawards.**

Subrecipient must incorporate the provisions in this Section 29, as applicable, into its contracts with any subcontractor or subawardee.

**SECTION 30. PREVIOUS PARTICIPATION REVIEW; DEBARRED AND
SUSPENDED PARTIES; EXCLUDED PARTIES**

A. **Previous Participation Review.**

All entities will be subject to a Previous Participation Review by the Department, as outlined in 10 TAC §1.302.

SAMPLE

B. Debarred and Suspended Parties.

By signing this Contract, Subrecipient certifies that neither it nor its current principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum C and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum C, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that, prior to entering into any agreement with a potential subcontractors procured by Subrecipient or prior to awarding funds under this Contract to a potential subgrantee, that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (“**SAM**”) at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum C or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. Excluded Parties.

Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum C, without modification, and this language under this Section 30, in all its subawards and subcontracts.

SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for explicitly religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the Department. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

SECTION 32. COPYRIGHT

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

SECTION 33. NO WAIVER

A. Right or Remedy.

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

B. Sovereign Immunity.

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

SECTION 34. SEVERABILITY

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

SECTION 35. SPECIAL CONDITIONS

A. Direct Deposit Authorization.

Department shall not release any funds under this Contract until Department has received a properly completed Direct Deposit Authorization form from Subrecipient and all Contract start-up documentation required by the Department.

B. Referrals.

Subrecipient shall evaluate referrals from the Texas Eviction Diversion Program or other Department Programs.

SECTION 36. ORAL AND WRITTEN AGREEMENTS

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

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

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements.
3. Addendum C - Certification Regarding Debarment, Suspension and Other Responsibility Matters.
4. Exhibit A - Contract Benchmarks.
5. Exhibit B - Performance Statement and Benchmarks.
6. Exhibit C - Budget.
7. Exhibit D - Income Determination and Verification.

SECTION 37. USE OF ALCOHOLIC BEVERAGES

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

SECTION 38. FORCE MAJURE

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

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

SECTION 39. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution ("ADR") procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 40. TIME IS OF THE ESSENCE

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

SECTION 41. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in one (1) or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed

signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 42. NUMBER, GENDER

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

SECTION 43. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following ("**Notice Address**"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Cate Tracz, Director of Housing Stability Services
Telephone: (512) 512-475-1762
Email: brooke.boston@tdhca.state.tx.us

As to Subrecipient:

[SubrecipientName]
[AddressBlock]
Attention: [SignatoryAuthorityName], [SignatoryAuthorityTitle]
Telephone: [SignatoryAuthorityPhone]
Email: [SignatoryAuthorityEmail]

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, emailed, or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

C. Subrecipient shall provide contact information and required notifications to the Department in accordance with 10 TAC §1.22.

SECTION 44. VENUE AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas

SECTION 45. DENIAL OF SERVICE APPEALS PROCESS FOR DETERMINATION OF ELIGIBLE HOUSEHOLD

A. Subrecipient must establish a written denial of service complaint procedure to address written complaints (or an oral complaint if a person with a disability requests a reasonable accommodation based on their disability) from an applicant whom the Subrecipient determines is not an Eligible Household.

- B. If the applicant is not satisfied with the Subrecipient's decision under the service complaint procedure, the applicant may appeal the Subrecipient's decision in writing (or telephonically if a person with a disability requests a reasonable accommodation based on their disability) to the Department within ten (10) calendar days of notification of an adverse decision.
- C. Subrecipient must put the information in this Section 45 in its contract with its subawardees or subcontractors, if the entity is taking or evaluating the application.

SECTION 46. ASSIGNMENT

This Contract is made by and between the Department and Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of the Department, which consent may be withheld in Department's sole reasonable discretion.

SECTION 47. LIMITATION ON ABORTION FUNDING

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 47 during the Contract Term.

SECTION 48. INDEMNIFICATION

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

SECTION 49. OPEN MEETINGS

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

SECTION 50. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications for funds under this Contract must provide a space for applicants to indicate if they are a veteran as required by Section 434.212 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at <https://veterans.portal.texas.gov/>."

SAMPLE

EXECUTED to be effective on March 31, 2022.

SUBRECIPIENT:

[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]

By: _____
Name: [SignatoryAuthorityName]
Title: [SignatoryAuthorityTitle]
Date: _____

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By: _____
Name: Cate Tracz
Title: Its duly authorized officer or representative
Date: _____

SAMPLE

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand and No/100 Dollars (\$10,000.00) and not more than One Hundred Thousand and No/100 Dollars (\$100,000.00) for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than Ten Thousand and No/100 Dollars (\$10,000.00) and not more than One Hundred Thousand and No/100 Dollars (\$100,000.00) for each such failure.

SUBRECIPIENT:

[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]

By: _____
Name: [SignatoryAuthorityName]
Title: [SignatoryAuthorityTitle]
Date: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]

ADDENDUM B
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988

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

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

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

1. _____
2. _____
3. _____
4. _____

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

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

SUBRECIPIENT:

[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]

By: _____
Name: [SignatoryAuthorityName]
Title: [SignatoryAuthorityTitle]
Date: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]

ADDENDUM C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000.00 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000.00 or more or reimbursement, restitution, or damage in excess of \$100,000.00; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

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

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

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

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

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]

Printed Name: _____

Title: _____

Date: _____

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

SUBRECIPIENT:

[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]

By: _____

Name: [SignatoryAuthorityName]

Title: [SignatoryAuthorityTitle]

Date: _____

SAMPLE

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]
WITH
[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]

EXHIBIT A
CONTRACT BENCHMARKS

CONTRACT BENCHMARKS¹ AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND PERFORMANCE REPORT:

- A. Expenditure Benchmarks by Budget:
1. Expended by October 15, 2022, Reporting: 25%
 2. Expended by April 15, 2023, Reporting: 50%
 3. Expended by October 15, 2023, Reporting: 75%
 4. Expended by April 15, 2024, Reporting: 100%
 5. Expended administrative funds by May 15, 2024, Close-Out Report: 100%
- B. Performance Benchmarks by Unduplicated Households Services (cumulative):
1. Unduplicated households served by October 15, 2022, Reporting: XXX
 2. Unduplicated households served by April 15, 2023, Reporting: XXX
 3. Unduplicated households served by October 15, 2023, Reporting: XXX
 4. Unduplicated households served by April 15, 2024, Reporting: XXX
- C. Contract Reporting Benchmarks:
1. Monthly performance report by May 15, 2022, for April 1 – 30, 2022.
 2. Monthly performance reports by 15th of each subsequent month.
 3. Final monthly performance report provided by April 15, 2024.
 4. Close-Out report by May 15, 2024.
 5. Inventory report by May 15, 2022.

¹ The Department may recapture the unexpended funding up to the expenditure benchmark funding, as further detailed in Section 4 D. of this Contract.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]
WITH
[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]

EXHIBIT B
PERFORMANCE STATEMENT AND BENCHMARKS

CONTRACT TERM: 03/31/2022 – 03/31/2024

SERVICE AREA: [SERVICE AREA]

ACTIVITIES DESCRIPTION: ****List any eligible major activities funded wholly or partially through the ERA HSS program below. 'Major activities' should include any activity funded by ERA HSS that your organization considers to be administratively distinct from other activities provided by your organization. Do not include activities for which ERA HSS funds shall not be used. Estimates should be through the entire contract period.****

A. Estimated number of Eligible Households (clients) assisted through [insert activity name]:
[###].

B. Estimated number of Eligible Households (clients) assisted through [insert activity name]:
[###].

[add additional lines as needed]

Activities Performed: [*In a numbered list, provide a brief description – no more than a few sentences - of the eligible major activities listed above. Address what the activity does, and how the activity provides housing stability for eligible households]

1. [Activity name, Activity Description]

REPORTING:

Beginning May 15, 2022, and by the 15th of each following month, Subrecipient shall report:

A. Household Level Data:

Subrecipient must report the following Household-level data on a TDHCA's Monthly Performance Report spreadsheet and any other data further required by the Treasury:

1. A unique identifier for the Household that retains Household confidentiality, while linking the identifier to a specific Household file in the Subrecipient's records.
2. Zip code and county of Household or where Household was served.
3. Annual Household income.
4. Number of individuals in the Household.
5. AMI level of Household assisted.
6. Race of head of Household assisted.
7. Ethnicity of head of Household assisted.
8. Gender of head of Household assisted.
9. Payment amount if the Household received direct household payment assistance for rental deposits, application fees, pet fees, utility deposits, utility reconnection fees, landlord incentive fees, risk fees, and/or short term payments for hotels/motels and other expenses as indicated by TDHCA and Treasury.
10. Whether Household has a Veteran member, an Older Adult (sixty-two (62) and over), Children under eighteen (18), or a Person with a Disability in the Household.
11. Number of meals served if meals were provided to residents in shelters, congregate living situations, or other situations where tracking individual meal service to Households is difficult

B. Aggregate-Level Performance Data: Subrecipient must report the following aggregate-level performance data in TDHCA's Housing Contract System Monthly Expenditure Report and any other data further required by the Treasury:

1. Number of Households served in the month by income level;
2. Number of Households served in the month by race, ethnicity, gender, and any other demographic data category as required by Treasury

C. Aggregate-Level Expenditure Data: Subrecipient must report the following aggregate-level expenditure data in TDHCA's Housing Contract System Monthly Expenditure Report and any other data further required by the Treasury:

1. Total Administrative funds expended;
2. Total Other Financial Assistance (i.e. Direct Household Payment) funds expended for rental deposits, application fees, pet fees, utility deposits, utility reconnection fees, landlord incentive fees, risk fees, and/or short term payments for hotels/motels and other expenses as indicated by TDHCA reporting guidance; and,
3. Total Housing Stability Services Program funds expended for all other services.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance

CONTRACT NO. [202200000xx]
WITH

[SUBRECIPIENT NAME],

[a _____ nonprofit corporation][a political subdivision of the State of Texas]

EXHIBIT C
BUDGET²

Line	Categories	ERA-2 Contract Funds
1.	Housing Stability Services	
a.		
b.		
2.	Other Financial Assistance	
a.		
b.		
3.	General Administrative Costs (10%)	
Total Expended		

² Subrecipient may expend amounts not to exceed a ten percent (10%) increase or decrease among activities in Housing Stability Services and Other Financial Assistance and still be within the terms of this Contract. However, budgeted amounts cannot be moved between Housing Stability Services and Other Financial Assistance without a written Contract Amendment. Administration amounts cannot be moved between Housing Stability Services and Other Financial Assistance and cannot increase beyond the amounts reflected above. The total budget expended cannot surpass the total budget listed.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Section 3201(a) of the American Rescue Plan Act of 2021
(Pub. L. No. 117-2; March 11, 2021)
Emergency Rental Assistance Round 2 (ERA-2) Program
Housing Stability Services and Other Financial Assistance**

**CONTRACT NO. [202200000xx]
WITH
[SUBRECIPIENT NAME],
[a _____ nonprofit corporation][a political subdivision of the State of Texas]**

**EXHIBIT D
INCOME DETERMINATION AND VERIFICATION**

Determining Income to Provide Housing Stability Services and Other Financial Assistance:

Subrecipient and any subawardees must follow an income determination method as described below to determine whether a Household qualifies for Housing Stability Activities.

For purposes of this ERA-2 Program Housing Stability Services and Other Financial Assistance Contract, Subrecipient may choose to define income per activity as HUD's definition of "annual income" in 24 CFR 5.609 or the adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Income for all Household members eighteen (18) years of age or older must be considered when attesting to annual Household income. All members included in the lease (if applicable) should be included in the income calculation determination, unless the head of Household indicates in the application one or more of the persons listed in the lease no longer resides in the unit. No documentation of self-attestation requested requires notarization.

All Households must self-attest in writing to having income at or below eighty percent (80%) AMI. As a reasonable accommodation, Subrecipient may help the Household make this attestation in writing.

In addition to the Household's self-attestation Subrecipients may rely on an attestation from a caseworker, housing navigator, or other housing stability service professional with knowledge of a Household's circumstances to document that an applicant's Household income qualifies for assistance and attests that the income is either at or below thirty percent (30%) AMI, over thirty percent (30%) AMI but at or below fifty percent (50%) AMI, or above fifty percent (50%) AMI but at or below eighty percent (80%). If this method of income documentation is used, Subrecipient must reassess the Household's income every three (3) months. A housing professional may also make this certification if they have knowledge that a Household is literally homeless.

Per the Treasury Department guidance, if attestation from a housing professional cannot be obtained, then income eligibility must be determined by either Household total income for calendar year 2021 or 2022, sufficient confirmation of the Household's monthly income at the time of application, or categorical eligibility through other programs.

A Subrecipient can use any one of the following options for determining income but in order to reduce the burden on the Household, Subrecipient should ask for categorically eligible documentation first.

If a Household is using Options 2 or 3 to show they meet the program's income requirements, note that different Household members may have different income methods. One Household member may have a 1040 for income documentation, and if there are other adult Household members eighteen (18) or older not jointly filing on that 1040, they will still need to provide some form of income verification (they can use any verification method, including zero income attestation). If using Options 1, 2, or 3, Subrecipient does not need to re-determine the Household income eligibility if the client reapplies for Household Stability Services or Other Financial Assistance Activities for another matter during this Contract Term, unless more than a year has passed since the original income determination. However, a piece of source documentation is not readily available after a certain period of time, as reflected in the Subrecipient's written policies and procedures, Subrecipient may choose to document that in the Household file and still serve the Household. However, in this case the Subrecipient must re-determine income eligibility every three months.

A. Option 1: Eligibility through Other Programs (Categorical Eligibility).

- A Household with six (6) or fewer members may provide a letter or other documentation dated on or after January 1, 2021, showing that the Household receives benefits from one of the following programs:
 - Head Start
 - Low Income Home Energy Assistance Program ("**LIHEAP**"), or the Comprehensive Energy Assistance Program ("**CEAP**") in Texas
 - Supplemental Nutrition Assistance Program ("**SNAP**")
 - Supplemental Security Income ("**SSI**"), for head or co-head of Household
 - Temporary Assistance for Needy Families ("**TANF**") or Tribal TANF, for head or co-head of Household
 - Veterans Affairs Disability Pension, Survivor Pension, Enhanced Survivor Benefits, or Section 306 disability pension (**not** standard VA pension)
 - Special Supplemental Nutrition Program for Women, Infants, and Children ("**WIC**") for Households with three or fewer members
- If the Household resides in a development that is a property whose rent limit is capped by HUD, the U.S. Department of Agriculture, or the TDHCA, the Household may provide documentation that an income certification was done pursuant to 24 CFR Part 5 on or after April 1, 2021, but must be within twelve (12) months of the application for assistance for Household Stability Services or Other Financial Assistance, showing the residing Household's income did not exceed eighty percent (80%) of HUD's AMI.
- If a Household has any of the items above, they must also sign a certification that is part of the application attesting to their Household annual income.

B. Option 2: IRS Annual Income.

- Filed 2021 or 2022 IRS Form 1040 if the Household has completed their federal income taxes for the most recent preceding calendar year. Household income will be calculated as the adjusted gross income.
- A IRS Tax Return Transcript will suffice for a tax return of the same filing year.
- Source documents evidencing annual income (e.g. wage statement, W2s, interest statement, unemployment compensation statement).
- All file types (PDF, screenshot, picture, etc.) are acceptable.

C. Option 3: Household's Monthly Income.

1. Income reported for thirty (30) days will be annualized based upon the provided 30-day documentation. Except as documented below, the documentation should be no more than ninety (90) days old.

- Alimony
- Cash Income (certification)
- Gross Pay at time of application: Pay stubs covering the most recent thirty (30) day-period or current letter from employer verifying gross wages (pay rate, hours/week, pay date)
- Current Pension/Retirement Benefit letter (if applicable)
- Investment income
- No Income (certification)
- Pension
- Retirement
- Self-Employment (certification)
- Social Security
- Unemployment compensation

2. Excluded Income for Option 3. The following are excluded Income for purposes of program eligibility:

- a. Income from Children, which is income from the employment of children (including foster children) under the age of eighteen (18) years and child support.
- b. Payments Received for the Care of Foster Children, including foster adults (usually persons with disabilities, unrelated to the family, who are unable to live alone).
- c. Lump-Sum Payments, including additions to family assets, such as inheritances, insurance payments (e.g., health and accident insurance, and worker's compensation), capital gains and settlement for personal or property losses [except as provided].
- d. Reimbursement for Medical Costs, including all payments received by the family that are specifically for, or in reimbursement of, medical expenses for any family member.

e. Live-in Aide, including the income of a live-in aide employed because of a medical condition or disability of a family member. A live-in aide is determined to be essential to the care and well-being of the person, not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services.

f. Education Assistance, including the full amount of educational scholarships paid directly to the student or to the educational institution, and Government funds paid to a veteran for tuition fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.

g. Government Programs, including the following: Amounts received under training programs funded by HUD and earnings and benefits from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government.) Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency ("**PASS**"). Amounts received by a participant in other publicly-assisted programs, which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and made solely to allow participation in a specific program. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937. Amounts paid by a State agency to a family with a member who has developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member living at home.

h. Temporary Income, considered temporary, nonrecurring or sporadic in nature (including gifts).

i. Income of Full-Time Students, earnings in excess of \$480.00 for each full-time student eighteen (18) years old or older attending school or vocational training (excluding the head of Household and spouse).

j. Property Tax Refunds, including amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling of the unit.

k. Adoption Assistance Payments, in excess of \$480.00 per adopted child.

l. Income from Stimulus checks, that is income from any of the stimulus checks received during the pandemic.

D. Income Determination Policies:

1. Child Support. Paying or receiving child support does not determine whether a Household can qualify. Child support payments received are excluded when counting income. Child support payments paid have no effect on eligibility or income calculation.

2. Recent Loss of Income. If a Household's annual income from their 2021 or 2022 W-2 forms exceeds eighty percent (80%) AMI, but the Household has experienced a more recent loss of income, they may still meet the income test if their income documentation submitted for the last thirty (30) days shows an income below eighty percent (80%) AMI.

3. Changes in Income. If an applicant submits income information when they first apply, and then submits different/additional income information that is more current prior to receiving assistance, then income determination must be based on the most recent income documentation provided.

4. Unemployment Insurance. For Unemployment Insurance ("UI"), the annual income determination will be calculated by multiplying the "Weekly Benefit Amount" in the Statement of Benefits letter by fifty-two (52), not actual payments made. Pandemic Unemployment Assistance ("PUA") or any other unemployment compensation received in addition to this weekly benefit will not be included in income calculations for TRRP. Unemployment benefits may be from another state for purposes of documenting income, however the unit assisted must be their current primary residence and be located in Texas.