



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign a contract with the City of El Paso for \$82,621 in Homeless Housing and Services Program funds to assist families with appropriate services targeted towards eliminating or preventing homelessness for a period beginning October 1, 2012 and ending August 31, 2013.

ADDITIONAL BACKGROUND: General Assistance, a program of the Department of Family and Community Services, has worked vigorously to leverage County resources to eliminate or prevent homelessness in the county. GA applied to the City of El Paso for funds the City received from the Texas Department of Housing and Community Affairs. In response to this solicitation, the City awarded the County funds from the Homeless Housing and Services Program (HHSP). The City authorized the receipt of these funds from the state on May 14, 2013. The turnaround time for the expenditure of these funds by the County is short. All funds must be expended by August 31, 2013. The funds are to assist 258 individuals or 100 households retain housing through rental and utility assistance and deposits. GA has documented the need for these funds in our community. The challenge is to spend these resources within the timeline provided. The staff will integrate this funding into its mix of available resources and will allocate it with a priority of exhausting all funds by the contract end date.

FISCAL IMPACT: Approval provides \$82,621 in additional funds to serve homeless individuals with appropriate services.

PRIOR COURT ACTION: On April 30, 2012 Commissioners Court authorized the County Judge to sign a contract (2012-0184) with the City for \$75,000 in HHSP funds.

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0282

CONTRACT TITLE: City-County / Homeless, Housing Services Prevention (HHSP) Program / HPRP / Bond Revenue Funds

SECOND PARTY: City of El Paso

CONTRACT TYPE: Services

TERM AND BUDGET DETAILS

TERM:

EXTENSION OPTIONS (If Applicable):

EFFECTIVE DATE:

EXPIRATION DATE (If Applicable):

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: 0

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Rebecca Quinn

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: June 07, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Rosemary Neill

DEPARTMENT CONTACT: Neill, Rosemary

DEPARTMENT: Family and Community Services

DATE: June 10, 2013

CONTRACT

STATE OF TEXAS)
)
COUNTY OF EL PASO) **KNOW ALL MEN BY THESE PRESENTS**

This Contract is entered into by and between THE CITY OF EL PASO, a home-rule municipal corporation of El Paso County, Texas, hereinafter referred to as "CITY", and COUNTY OF EL PASO, a local government authorized to contract with CITY hereafter referred to as "GRANTEE". Both parties, for and consideration of the promises herein made, and the mutual benefits derived and to be derived, the parties hereto agree and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks which are the substance of this Contract.

WHEREAS, a grant has been made to the CITY through the Texas Department of Housing and Community Affairs, hereinafter referred to as "TDHCA," under the Homeless Housing and Services Program, hereinafter referred to "HHSP," governed by Texas Government Code Section 2306.2585, the implementing rules under Title 10, PART 1, Chapter 5, Subchapters A and J of the Texas Administrative Code, as amended or supplemented from time to time (hereafter the "State Rules"), and the CITY'S guidance related to the Texas Homeless Housing and Services Program.

WHEREAS, the mission of HHSP is to serve homeless individuals and families with appropriate services targeted towards eliminating or preventing the condition of homelessness.

WHEREAS, GRANTEE is considered to be a subrecipient of state financial assistance;

WHEREAS, the HHSP is to be administered by CITY in accordance with City Council adoption and TDHCA approval of the HHSP Budget and in fulfilling the above program mission, on May 14, 2013, City Council authorized the City Manager to execute a Contract with GRANTEE under which CITY shall provide HHSP funds to GRANTEE to be used only to fund GRANTEE'S **Homeless Prevention** project as further described herein.

NOW, THEREFORE, CITY and GRANTEE, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. Contract Term

This Contract shall commence on **October 1, 2012** and, unless earlier terminated shall end on **August 31, 2013** (hereafter the “Contract Term”).

Section 2. Grantee Performance

GRANTEE agrees to administer a Texas Homeless Housing and Services Program (“HHSP”) award in accordance with Section 2306.2585 of the Texas Government Code (hereafter the “State Act”), the implementing rules under Title 10, PART 1, Chapter 5, Subchapters A and J of the Texas Administrative Code, as amended or supplemented from time to time (hereafter the “State Rules”), and the CITY’S guidance related to the Texas Homeless Housing and Services Program. GRANTEE agrees to perform all activities in accordance with the terms of the Program Scope (hereinafter “Exhibit A”); the Program Budget (hereinafter “Exhibit B”); the Performance Statement Goals (hereinafter “Exhibit C”); Applicable Laws and Regulations (hereinafter “Exhibit D”); the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (hereinafter “Exhibit E”); PRWORA Requirements (hereinafter “Exhibit F”); such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by GRANTEE in its application for the project funded under this Contract; and with all other terms of this Contract.

A. Performance related to established targets in the Performance Statement Goals (Exhibit C) will be reported in the HHSP Monthly Performance Report (MPR) and accomplishments in meeting targets will be considered in application for future funding opportunities with the City.

B. All funds must be fully expended within the Contract Term in accordance with Exhibits A through F of this Contract. The CITY reserves the right to request an Expenditure Plan if it appears funds will not be expended within the Contract Term.

Section 3. Grantee Financial Obligations

A. In consideration of GRANTEE’S full and satisfactory performance of this Contract, CITY shall reimburse GRANTEE for the actual allowable costs incurred by GRANTEE in the amount specified in the “Program Budget” attached hereto as Exhibit B of this Contract.

B. Any decision to obligate additional funds or de-obligate funds shall be made in writing by CITY in its sole discretion based upon the status of funding under grants to CITY and GRANTEE'S overall compliance with the terms of this Contract.

C. CITY'S obligations under this Contract are contingent upon the actual receipt of adequate HHSP funds. If sufficient funds are not available to make payments under this Contract, CITY shall notify GRANTEE in writing within a reasonable time after such fact is determined. CITY shall then terminate this Contract and will not be liable for the failure to make any payment to GRANTEE under this Contract.

D. GRANTEE shall refund to CITY any sum of money which has been paid to GRANTEE by City, which CITY determines has resulted in an overpayment, or which CITY determines has not been spent strictly in accordance with the terms of this Contract. GRANTEE shall make such refund within fifteen (15) days after the CITY'S request.

E. CITY shall not be obligated to pay GRANTEE for any costs incurred by GRANTEE which are not allowable costs.

Section 4. Reimbursement and Reporting

A. The CITY will use a cost reimbursement method of payment for all funds whereby reimbursement of costs incurred by a GRANTEE is made only after the CITY has reviewed and approved backup documentation provided by the GRANTEE to support such costs.

B. All funds paid to GRANTEE pursuant to this Contract are paid in trust for the exclusive benefit of the eligible recipients of HHSP services and for the payment of allowable expenditures.

C. CITY may offset or withhold any amounts otherwise owed to GRANTEE under this Contract against any amount owed by GRANTEE to CITY arising under this Contract.

1. Except as specifically modified by law or the provision of this Contract, GRANTEE shall comply with the rules promulgated by the Office of the Governor under the Uniform Grant Management Act (Texas Government Code Ann. Chapter 783 and 1 Texas Administrative Code Chapter 5) to administer the funds provided under this Contract. GRANTEE shall perform its services within the monetary limits contained in Exhibit A, entitled "Program Budget", attached hereto and incorporated by reference herein for all purposes. In no event shall compensation to the GRANTEE exceed the lesser of GRANTEE'S costs

attributable to the work performed, or the monetary limits described in the Project Scope (Exhibit A), nor shall the CITY pay for expenses or services which are or will be reimbursed by another funding source or for services which are not performed.

2. CITY agrees to reimburse GRANTEE on a monthly basis for the costs of service provided pursuant to this Contract. Reimbursements will follow receipt of a requisition for payment. Only those costs which are allowable under the terms of this Contract and the approved Budget shall be reimbursed. Budget line items in the Program Budget (Exhibit B) represent the maximum amount which may be billed under each line item. A lesser amount may be billed.

All reimbursement requests for payment submitted by GRANTEE must be supported by valid invoices or other supporting documentation of financial liability in the GRANTEE'S files or other documentation acceptable to the CITY. All line items reported and requested for reimbursement on Attachment: 2A must reconcile with the corresponding line item in the GRANTEE'S general ledger accounts, on a current basis, and with year to date balances. Accounting records required to be maintained in the GRANTEE'S files in relation to a requisition for payment under this Contract include, but are not limited to:

- a. Balance Sheet (both monthly and year to date);
- b. Income Statement;
- c. General Ledger;
- d. Payroll Check Register, as applicable; and
- e. Spreadsheet that details the amounts requested for reimbursement which

is summarized on Exhibit B-1.

3. GRANTEE further understands that any payment or contribution by GRANTEE shall provide the CITY the following verified monthly reports:

Attachment 2A: Reimbursement Request Report - An accurate financial account of the use of the funds requested for reimbursement under this Contract;

Attachment 2B: Monthly Performance Report - monthly listing of GRANTEE'S clients, required demographic information, the number of persons assisted, and the outcomes achieved in the previous month.

- Attachment 2C: Employee Monthly Time Report – An accounting of the hours worked by personnel being paid with the funds provided in this Contract, if applicable.
- Attachment 2D: Employee Bi-Weekly Time Report – An accounting of the hours worked on a bi-weekly basis by personnel being paid with the funds provided in this Contract, if applicable; and
- Attachment 2E: FINAL Monthly Performance Report – Final listing of GRANTEE'S clients, required demographic information, the number of persons assisted, and TOTAL performance achieved.

Additional informative materials may be attached to the above reports by GRANTEE. The City may request copies of cancelled checks to verify expenditures.

4. GRANTEE further understands that any payment or contribution by beneficiaries for services supported or subsidized by this Contract shall be used for payment of operating costs of the Project. Revenue remaining after payment of all Project expenses shall be considered Program Income subject to all the requirements of this Contract. All Program Income generated proportionate to the contribution of HHSP funds to the GRANTEE'S overall Program budget shall be submitted to CITY. CITY in turn shall submit all the Program Income to TDHCA. All funds paid to GRANTEE pursuant to this Contract are paid in trust for the exclusive benefit of the low-income homeless and at-risk of homelessness population of GRANTEE'S service area and for the payment of allowable expenditures.

D. Program income includes any gross income received by the GRANTEE directly generated by a grant supported activity, or earned only as a result of the grant agreement during the Contract Term.

E. Program income¹ that is received during the Contract Term must be used for allowable expenditures as described in Section 8(B).

F. Program income that is received after the end of the Contract Term must be returned to the CITY within ten (10) business days.

Section 5. Cost Principles and Administrative Requirements

A. Except as expressly modified by law or the terms of this Contract, GRANTEE shall comply with the cost principles and uniform administrative requirements set forth in

Chapter 783 of the Texas Government Code, the Uniform Grant Management Standards, (“UGMS”) and procurement standards set forth in 10 T.A.C. §5.10 et seq.

B. CITY shall not be liable to GRANTEE for certain costs, including but not limited to costs which:

- (1) Have been reimbursed to GRANTEE or are subject to reimbursement to GRANTEE by any source other than City;
- (2) Are not allowable costs, as set forth in the provisions of the State Act and the State Rules and Section 8(B);
- (3) Are not strictly in accordance with the terms of this Contract, including the exhibits;
- (4) Have not been reported to CITY within (30) days following termination of this Contract; or
- (5) Are not incurred during the Contract Term.

C. GRANTEE shall provide CITY with certificates of property insurance evidencing GRANTEE’S current and effective insurance coverage. GRANTEE agrees to notify the CITY immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any required insurance coverage or policy endorsements. GRANTEE agrees to suspend the performance of all work performed under this Contract until the GRANTEE satisfies the required coverage requirements, obtains the required policy endorsements and delivers to CITY certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and receives notification from CITY that the performance of work under this Contract may recommence.

Section 6. Termination and Suspension

A. Pursuant to §5.17 of 10 TAC Chapter 5, Subchapter A, CITY may terminate or suspend this Contract, in whole or in part, at any time CITY determines that there is cause for termination. Cause for termination includes, but is not limited to, GRANTEE’S failure to comply with any term of this Contract or reasonable belief that GRANTEE cannot or will not comply with the requirements of this Contract.

B. If the CITY determines that a GRANTEE 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 City, the CITY may suspend Contract upon written notification

to GRANTEE of the deficiencies to be corrected and establish the period within which GRANTEE must comply; or disallow all or part of the cost of the activity or action in non-compliance by GRANTEE; or temporarily withhold disbursements pending corrective action by GRANTEE; or take more severe enforcement action legally available against GRANTEE, as determined by the CITY, to ensure compliance with the terms of the Contract.

C. Nothing in this Section shall be construed to limit CITY'S authority to withhold payment and immediately suspend this Contract if CITY identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in GRANTEE'S performance. Suspension shall be a temporary measure pending either corrective action by GRANTEE or a decision by CITY to terminate this Contract.

D. CITY shall not be liable for any costs incurred by GRANTEE after termination of this Contract.

E. Notwithstanding any exercise by CITY of its right of termination or suspension, GRANTEE shall not be relieved of any liability to CITY for damages by virtue of any breach of this Contract by GRANTEE.

Section 7. Allowable Expenditures

A. The allowability of GRANTEE'S costs incurred in the performance of this Contract shall be determined in accordance with the provisions of the State Act and the State Rules, subject to the limitations and exceptions set forth in this Section.

B. HHSP Bond Revenue funds may used for administrative activities as well as allowable expenditures under this Contract, to include:

- (1) Provision of direct services to individuals or families that are homeless or at-risk of homelessness;
- (2) Case management for individuals or families that are homeless or at-risk of homelessness;
- (3) Retention of housing for individuals or families that are at-risk of homelessness;
- (4) Prevention of homelessness for individuals or families that are at-risk of homelessness;
- (5) Housing Rental assistance for individuals or families that are homeless or at-risk of homelessness;

Section 8. Record Keeping Requirements

A. GRANTEE shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the Uniform Grant Management Standards Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C – Post Award Requirements, _42.

B. *Written Policies and Procedures.* GRANTEE must have written policies and procedures to ensure that sufficient records are established and maintained to enable a determination that HHSP requirements are being met.

C. *Client Files.* GRANTEE shall, at a minimum, maintain client files containing the following information:

(1) An HHSP Intake Application including an area for the *client's signature*, certifying the validity of information provided and an area to identify the staff person completing the intake application.

(2) DOCUMENTATION OF HOMELESSNESS (Attachment 3F) status for homeless individuals and families whereby the applicant certifies which homeless definition they meet as per 24 CFR §576.2. *The certification must include the client's signature.*

(3) For persons who are at-risk of homelessness, documentation which demonstrates that prevention services and activities are necessary to avoid foreclosure or eviction. Documentation must include, but may not be limited to: eviction notices, letters from property management regarding eviction, lease agreements, etc.

(4) HMIS: GRANTEE must keep records that confirm participation in HMIS.

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

E. All records pertinent to this Contract shall be retained by GRANTEE for a period of three (3) years except if any litigation, claim, negotiation, audit, monitoring, inspection or

other action has started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

F. Open Records. GRANTEE acknowledges that that all information collected, assembled, or maintained by GRANTEE pertaining to this Contract is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

G. GRANTEE shall include the substance of this Section 9 in all of its subcontracts.

Section 9. Reporting Requirements

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

B. GRANTEE shall submit to the CITY no later than the **fifth (5th) day of each month** following the reported month in the Contract Term a Monthly Performance Report listing required demographic information, the number of persons assisted, and the performance achieved in the previous month, and Attachment 2A: Reimbursement Request listing all expenditures of funds under this Contract during the previous month. These reports are due even if GRANTEE has no new activity to report during the month.

C. GRANTEE shall submit (Attachment 2E) Final Monthly Performance report and final Reimbursement Request to the CITY within **twenty (20) days** after the end of the Contract Term. The failure of GRANTEE to provide a full accounting of all funds expended under this Contract within thirty (30) days may be sufficient reason for the CITY to reconsider funding proposals from the GRANTEE for other projects.

D. GRANTEE shall submit to CITY no later than thirty (30) days after the termination of this Contract a cumulative inventory report of all equipment having a unit acquisition cost of \$500 or more, acquired in whole or in part with funds received under this or previous HHSP contracts. Upon the termination of this Contract, CITY may transfer title to any equipment to the CITY or to any other entity receiving HHSP funds from the City.

E. If GRANTEE fails to submit within thirty (30) days of its due date, any report or response required by this Contract, including responses to monitoring reports, CITY may, in its sole discretion, suspend payments and initiate proceedings to terminate the Contract. If

GRANTEE receives HHSP funds from CITY over two or more contract terms, termination proceedings may be initiated on this Contract for GRANTEE'S failure to submit a report, including an audit report, past due from a prior contract.

Section 10. Independent Grantee

It is agreed that CITY is contracting with GRANTEE as an independent GRANTEE. GRANTEE agrees to indemnify CITY against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed by GRANTEE under this Contract.

Section 11. Procurement Standards

A. GRANTEE shall comply with §5.10 of the State Rules, this contract, and all applicable state, and local laws, regulations, and ordinances for making procurements under this contract.

B. When the GRANTEE no longer needs equipment purchased with HHSP grant funds, regardless of purchase price, or upon the termination of this Contract, CITY may take possession and transfer title to any such property or equipment to the CITY or to a third party or may seek reimbursement from GRANTEE of the current unit price of the item of equipment, in CITY'S sole determination. GRANTEE must request permission from the CITY to transfer title or dispose of equipment purchased with HHSP grant funds.

Section 12. Subcontracts

GRANTEE may not subcontract any portion of this Contract to any other party.

Section 13. Audit

A. GRANTEE shall submit to City, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by CITY for each fiscal year in which any month of the GRANTEE'S fiscal year overlaps a month of the Contract Term. Unless otherwise directed by City, GRANTEE shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

(1) GRANTEE shall have an audit conducted in accordance with UGMS for any of its fiscal years included within the Contract Term in which GRANTEE has expenses of more than \$500,000 in state funds or \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan

guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

(2) GRANTEE may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by CITY under this Contract. The cost of auditing services for a GRANTEE expending less than \$500,000 in state awards or \$500,000 in total Federal awards per fiscal year is not an allowable charge in State or Federal awards.

(3) Unless otherwise specifically authorized by CITY in writing, GRANTEE shall submit one (1) copy of the audit report to the CITY within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the term of this Contract. Audits performed under this section are subject to review and resolution of findings by the CITY or its authorized representative.

(4) At the option of GRANTEE each audit required by this section may cover GRANTEE'S entire operations or each City, agency, or establishment of GRANTEE which received, expended, or otherwise administered federal funds.

B. Subsection A of this Section 14 notwithstanding, CITY reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. GRANTEE agrees to permit City, or its authorized representative, to audit GRANTEE'S records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Term

C. GRANTEE understands and agrees that it shall be liable to CITY for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. GRANTEE further understands and agrees that reimbursement to CITY of such disallowed costs shall be paid by GRANTEE from funds which were not provided or otherwise made available to GRANTEE under this Contract.

D. GRANTEE shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as CITY may require of GRANTEE.

E. All approved HHSP audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

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

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

Section 14. Management of Equipment and Inventory

A. GRANTEE shall comply with Subchapter A of the State, Texas Administrative Code (TAC) Rules.

B. GRANTEE may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$500 unless GRANTEE has followed State TAC Procurement Standards.

C. Upon the termination or non-renewal of this Contract, CITY may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$500 or more to itself or to any other entity receiving CITY funding.

Section 15. Indemnification and Insurance

A. THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE GRANTEE INCURRED IN THE PERFORMANCE OF THIS CONTRACT. THE GRANTEE, AND/OR ITS INSURER, EXPRESSLY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, LIABILITIES AND OBLIGATIONS OF ANY KIND AND NATURE, INCLUDING INJURY OR DEATH OR PROPERTY DAMAGE MADE UPON THE CITY, INCIDENT TO, OR ARISING OUT OF, OR IN CONNECTION WITH THE GRANTEE'S PERFORMANCE UNDER THIS CONTRACT,

INCURRED DUE TO GRANTEE'S NEGLIGENCE, ANY OF GRANTEE'S NEGLIGENT ACTS, OR ANY OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE GRANTEE OUTSIDE THE SCOPE OF THIS CONTRACT, INCLUDING ANY ACT OR OMISSION OR NEGLIGENCE BY THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES WHILE THIS CONTRACT, ALL WITHOUT HOWEVER WAIVING ANY GOVERNMENT IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

B. GRANTEE agrees to maintain for the life of this Contract, a liability insurance policy from an insurance company authorized to do business in the State of Texas in the minimum coverage amounts of not less than \$250,000.00 for each person and \$500,000.00 for each single occurrence covering bodily injury or death and \$100,000.00 for each single occurrence of damage to or destruction of property. Further, the insurance policy must contain an endorsement which names the CITY as an additional insured on the policy with regard to all suits, actions, demands, claims and liabilities arising out of, occasioned by or relating to this Contract or the activities carried out hereunder. It shall also contain an endorsement which includes the City, as additional insured, under its cancellation clause, thereby providing thirty (30) days prior written notice of cancellation or non-renewal to all insured, except for cancellation for non-payment of premium. GRANTEE shall produce a copy of its liability insurance policy and endorsements, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits, and terms and provisions shown thereon, incorporating the above requirements, to CITY prior to the effective date of this Contract. GRANTEE shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

1. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE DIRECTOR, AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

2. The CITY reserves the right to review the insurance requirements of this section during the effective term of this Contract and to adjust insurance coverages and their

limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry, if applicable, as well as the claims history of the GRANTEE.

3. CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by CITY, GRANTEE shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. GRANTEE remains responsible for procuring any other types of insurance not listed above, but required by law, necessary for performing its duties.

4. Notwithstanding any suspension or termination hereof, GRANTEE shall not be relieved of any liability to CITY for damages or indemnification due to CITY by virtue of breach of this Contract by GRANTEE or by virtue of this Section. CITY may withhold payments to GRANTEE until such time as the exact amount of damages due to the CITY from GRANTEE is agreed upon or is otherwise determined.

Section 16. Litigation and Claims

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

Section 17. Monitoring and Technical Assistance

A. CITY or its designee may conduct periodic on or off-site monitoring and evaluation of the efficiency, economy, and efficacy of GRANTEE'S performance of this Contract. The monitoring shall be conducted in a reasonable time, place and manner by the CITY. The CITY will advise GRANTEE in writing of any deficiencies noted during such monitoring. CITY will provide technical assistance to GRANTEE and will require or suggest changes in GRANTEE'S program implementation or in GRANTEE'S accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. It is understood that the CITY, or its designee, will perform periodic fiscal and programmatic monitoring reviews, including a review of the audit conducted by the GRANTEE. The CITY,

STATE and/or their designees may request the copying, mailing, and/or electronic transmission of GRANTEE'S records in connection with an on-site or desk audit monitoring. CITY may conduct follow-up visits to review and assess the efforts GRANTEE has made to correct previously noted deficiencies. CITY may place GRANTEE may suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in GRANTEE'S performance or if GRANTEE fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract. The Monitoring reviews will include a written report to the GRANTEE documenting findings and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within thirty (30) days from the GRANTEE'S receipt of the monitoring report or audit review letter, or otherwise future payments will be withheld under this Contract.

B. Failure of the GRANTEE to take all actions necessary to resolve and close monitoring or audit findings within 60 days of receipt of the monitoring report or audit review letter shall be considered a breach of this Contract and cause for termination of this Contract by the CITY. The Director shall have the discretion to extend the 60-day period for reasons the Director may judge to be extenuating circumstances.

Section 18. Legal Authority

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

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

C. CITY shall have the right to terminate this Contract if there is a dispute as to the legal authority of either GRANTEE or the person signing this Contract on behalf of GRANTEE to enter into this Contract or to render performances hereunder. GRANTEE is liable to CITY

for any money it has received from CITY for performance of the provisions of this Contract, if the CITY has terminated this Contract for reasons enumerated in this Section 19.

Section 19. Compliance with Laws

A. **Federal, State and Local Law.** GRANTEE shall comply with the HHSP State Act, the State HHSP Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. **Drug-Free Workplace Act of 1988.** The GRANTEE affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.

C. **Limited English Proficiency (LEP).** GRANTEE 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. To ensure compliance, the GRANTEE must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

D. **Rehabilitation Act of 1973.** Section 504 of the Rehabilitation Act of 1973 and HUD regulation 24 CFR Part 8 apply to all applicants and GRANTEEs of financial assistance in the operation of programs or activities.

E. **Access.** GRANTEE must meet the accessibility standards under Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. 794), The Fair Housing Act (42 U.S.C. 3601 et seq.) and Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189; 47 U.S.C. 155, 201, 218 and 255). GRANTEEs shall operate each program or activity receiving HHSP financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. GRANTEEs are also required to provide reasonable accommodations for persons with disabilities.

Section 20. Prevention of Waste, Fraud, and Abuse

A. GRANTEE 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 GRANTEE, its employees, clients, vendors, GRANTEE's and administering agencies. GRANTEE'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 City.

B. GRANTEE shall give CITY complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the HHSP program. GRANTEE shall immediately notify CITY of any discovery of waste, fraud, or abuse. GRANTEE shall fully cooperate with CITY'S efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. GRANTEE may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to CITY or to any appropriate law enforcement authority, if the report is made in good faith.

Section 21. Certification regarding Undocumented Workers

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

Section 22. Conflict of Interest/Nepotism

A. GRANTEE shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or de-obligation of funds.

B. No employee, officer, or agent of GRANTEE shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which

employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the GRANTEE shall neither solicit nor accept gratuities, favors, or anything of monetary value from GRANTEEs, or parties to sub-agreements. GRANTEEs 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 GRANTEE.

D. GRANTEEs who are local governmental entities shall, in addition to the requirements of this Section, 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.

E. The provision of any type or amount of HHSP assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the GRANTEE, or a parent or subsidiary of the GRANTEE.

F. No GRANTEE may, with respect to individuals or families occupying housing owned by the GRANTEE, or any parent or subsidiary of the GRANTEE, carry out the initial evaluation required under Section 9 of this Contract.

G. For all transactions and activities other than the procurement of goods and services, the following restrictions apply:

(1) No person described in paragraph B of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the HHSP, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

(2) The conflict-of-interest provisions of paragraph B of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its GRANTEES.

Section 23. Political Activity Prohibited

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of GRANTEE 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. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

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

Section 24. Nondiscrimination and Equal Opportunity

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. GRANTEE 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.

C. GRANTEE shall include the substance of this Section 25 in all of its subcontracts.

Section 25. Certification Regarding Certain Disaster Relief Contracts

The CITY may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal

government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Section 26. Maintenance of Effort

Funds provided to GRANTEE under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through GRANTEE had this Contract never been executed.

Section 27. Debarred and Suspended Parties

A. By signing this Contract, GRANTEE certifies that neither it nor its current principal parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). GRANTEE also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. GRANTEE agrees that prior to entering into any agreement with a potential SUBGRANTEE that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at www.sam.gov or by collecting a certification from the potential SUBGRANTEE.

B. Pursuant to Section 2306.057 of the Texas Government Code, the CITY will assess the compliance history in this state of the GRANTEE and any affiliate of the GRANTEE with respect to all applicable requirements and the compliance issues associated with the proposed project and provide to the board a written report regarding the results of the assessments. The CITY may not enter in to contracts with organizations found to have active compliance issues until those issues have been resolved to the CITY'S satisfaction.

Section 28. **Special Conditions**

A. CITY shall not release any funds under this Contract until CITY has received a properly completed Vendor Direct Deposit Authorization form from GRANTEE.

B. GRANTEE shall make known that use of the facilities and services funded under this Contract are available to all on a nondiscriminatory basis. GRANTEE also must adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability.

C. GRANTEE shall administer, in good faith, a policy designed to ensure that its homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol.

D. GRANTEE shall, to the maximum extent practicable, involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovation, maintaining, and operating facilities assisted under this Contract, in providing services assisted under this Contract, and in providing services for occupants of facilities assisted under this Contract.

E. GRANTEE shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under this Contract, and that the address or location of any family violence shelter project assisted will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public.

F. GRANTEE shall ensure that any building for which HHSP funds are used for renovation, conversion, or major rehabilitation must meet local government safety and sanitation standards.

G. None of the funds provided under this Contract may be used in connection with any dwelling unit unless the unit is protected by a hard-wired or battery-operated smoke detector installed in accordance with National Fire Protection Association Standard 74.

H. Upon termination of this Contract, all funds remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this Contract shall transfer back to City. GRANTEE shall return the remaining funds to CITY within sixty (60) business days after the date this Contract terminates.

Section 29. No Waiver

Any right or remedy given to CITY 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 CITY to exercise any right or remedy on any occasion shall not constitute a waiver of CITY'S right to exercise that or any other right or remedy at a later time.

Section 30. Oral and Written Agreements

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

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

1. Exhibit A—Program Scope
2. Exhibit B—Program Budget;
3. Exhibit C—Performance Statement
4. Exhibit D—Applicable Laws and Regulations; and
5. Exhibit E—Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
6. Exhibit F – PRWORA Requirements

Section 31. 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 32. Copyright

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

Section 33. Use of Alcoholic Beverages

Funds provided under this Contract may not be used for the payment of salaries to any GRANTEE'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 34. Faith Based and Sectarian Activity

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

Section 35. Force Majeure

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

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

Section 36. Assignment

This Contract is made by CITY to GRANTEE only. Accordingly, it is not assignable without the written consent and agreement of City, which consent may be withheld in CITY'S sole discretion.

Section 37. Time is of the Essence

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

Section 38. Counterparts and Facsimile Signatures

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any such signature shall have the same legal effect as an original.

Section 39. **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 40. **Notice**

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

City of El Paso
Department of Community and Human Development
Attention: William Lilly, Director
P. O. #1890
El Paso, Texas 79950-1890

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five 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 45.

Section 41. **Venue and Jurisdiction**

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

Section 42. **Acceptance**

This Contract is not effective until signed by GRANTEE and CITY.

CITY: City of El Paso
Dept. of Community and Human Development
P. O. Box 1890
El Paso, Texas 79950-1890

GRANTEE: County of El Paso
500 E. San Antonio
Suite 301
El Paso, Texas 79901

Signatures on Following Page

THE CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:



William L. Lilly, Director
Dept. of Community and Human Development

GRANTEE:

By: _____

(Printed Name/Title)

(The foregoing representative of GRANTEE expressly represents that execution of this Contract has been lawfully authorized by the GRANTEE.)

EXHIBIT A: Program Scope

GRANTEE'S Legal Name and Address: County of El Paso
500 E. San Antonio, Suite #301
El Paso, Texas 79926

1. GRANTEE administers the County of El Paso's General Assistance Office which has been an established program for over 30 years with a track record that is known to help households in need of basic emergency assistance. The GRANTEE has established processes for assessing the type and level of assistance the client needs, documented in a 20-page Program Guidelines manual for General Assistance. As a former Subrecipient of the HPRP (Homeless Prevention and Rapid Re-housing) funds the GRANTEE is familiar with activities related to the homeless prevention and has established procedures for assessing the type and level of assistance clients may need. The GRANTEE will use HHSP funds to provide financial assistance and stabilization services inside the City limits to individuals and families who are currently in housing, but at risk of becoming homeless to prevent them from becoming homeless. Services will be allocated in accordance with the Program Budget in **Exhibit 2**, and amendments made thereto and incorporated by reference herein for all purposes.

2. **Performance Statement:** At least, (258) individuals or 100 households will retain housing through the provision of assistance with rent and utility assistance and deposits. GRANTEE will provide rental assistance in the form of the financial assistance services for residents living inside the city limits. GRANTEE will assess the needs of those clients and provide initial case management to those families and individuals needing rental assistance. Case workers will provide the stabilization services and appropriate referrals needed to prevent them from becoming homeless and establish some stability and self-sufficiency. The GRANTEE will measure success by whether a household 1) is still at the same address six months following the end of the assistance by sending "bounce back" letters; and 2) the individuals does not become homeless and seek assistance from any homeless program during one year following the end of the HHSP assistance. GRANTEE will track this through HMIS whether a client entered any homeless program within one year following the end of assistance. At least, \$875,000 in additional funds will be used to support this program. The Performance Statement constitutes the performance target for the Contract.

3. GRANTEE shall perform its services within the monetary limits contained in Exhibit 2. In no event shall compensation to the GRANTEE exceed the lesser of GRANTEE'S costs attributable to the work performed as stated herein, notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by CITY under this Contract shall not exceed the sum of **EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS AND NO/100 DOLLARS (\$82,621)**.

4. Beneficiaries of the services to be provided hereunder must reside in the City of El Paso and the GRANTEE shall provide services exclusively to persons who are homeless. To accomplish this eligibility requirement under the HHSP regulations GRANTEE shall maintain in each client's file a completed **Documentation of Homelessness form** included as Attachment 3F. The Documentation of Homelessness for each client served under this contract must be maintained, updated at least every 12 months, and made available to monitors upon request. The CITY'S Department of Community and Human Development shall make a determination on whether or not services are being satisfactorily provided, as stipulated above in the Program Scope of Services under this contract. All required reports shall be submitted to the CITY by the **5th day of each month** without exception. After verification and review by the CITY, GRANTEE shall be paid for services provided, in accordance with this Contract. Failure to provide this information by the due date may be treated by the CITY as a breach of this Contract.

5. Participation in the El Paso Homeless Information System (HMIS) is required as a condition of funding. The GRANTEE must comply with the Standards for Participation in the El Paso Homeless Coalition (Attachment 3H). The City will rely upon reports made by the El Paso Homeless Coalition to determine compliance with this section. Should the El Paso Coalition report GRANTEE non-compliance, the GRANTEE may appeal in accordance with the El Paso Homeless Coalition's policies and procedures. Failure to comply with these requirements may result in withholding payments under this agreement until such time as compliance is achieved. The decision to withhold funds will be at the discretion of the CD Director.

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)
EXHIBIT B: Program Budget
COUNTY OF EL PASO 3rd Round – HHSP BOND Budget
Contract period: 10/01/12 - 08/31/13**

Detail of Activities by Category & Method of Calculation	Basis for Cost	Line Item Totals	Category Totals
A. Administration			\$0.00
B. Housing Staff Cost			\$0.00
Other: Support Staff Salary			
FICA			
Health Insurance			
C. Maintenance, Operation and Furnishings			\$0.00
Maintenance (contracts only)			
Operation (excl staff but incl)			
Insurance (list type)			
Utilities/Telephone			
D. Construction/Rehabilitation			\$0.00
E. Financial Assistance-- Homelessness Prevention			\$82,621
Housing Retention:			
Rent/Deposits Assistance:	103 households/258 individuals @ \$802.15/Mon	\$82,621	
Utilities			
Other:			
F. Financial Assistance-- Homelessness Assistance (Rapid Re-housing)			\$0
Housing Retention:			
Rent/Deposits:			
Utilities			
Other			
TOTAL BOND REQUEST	COUNTY OF EL PASO		\$82,621

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)**

EXHIBIT C

GRANTEE Legal Name and Address: County of El Paso
500 E. San Antonio, Suite #301
El Paso, Texas 79926

PERFORMANCE STATEMENT GOALS

At least, 100 households or 258 individuals will retain housing through the provision of assistance with rent and utility assistance and deposits. GRANTEE will provide rental assistance in the form of the financial assistance services for residents living inside the city limits. GRANTEE will assess the needs of those clients and provide initial case management to those families and individuals needing rental assistance. Case workers will provide the stabilization services and appropriate referrals needed to prevent them from becoming homeless and establish some stability and self-sufficiency. The GRANTEE will measure success by whether a household 1) is still at the same address six months following the end of the assistance by sending "bounce back" letters; and 2) the individuals does not become homeless and seek assistance from any homeless program during one year following the end of the HHSP assistance. GRANTEE will track this through HMIS whether a client entered any homeless program within one year following the end of assistance. At least, \$875,000 in additional funds will be used to support this program. The Performance Statement constitutes the performance target for the Contract.

GRANTEE shall carry out the following activities identified herein by implementing a Texas Homeless Housing and Services Program ("HHSP") in accordance with the State Act and its implementing rules under Title 10, Part 1 Chapter 5, Subchapter J of the Texas Administrative Code.

MILESTONES AND THRESHOLDS

Performance under this Contract requires accomplishment of the following benchmarks:

- A. Contract 100% expended as provided in the Budget by the end of the Contract Term (fourth quarter)-August 31, 2013.

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)**

EXHIBIT D

APPLICABLE LAWS AND REGULATIONS

GRANTEE hereby certifies compliance with all federal, state, and local laws and regulations applicable to the activities and performances rendered by GRANTEE under this Contract, including but not limited to the laws and the regulations specified in Sections I and II of this Exhibit D.

I. CIVIL RIGHTS

Texas Fair Housing Act (Chapter 301 of the Texas Property Code), Fair Housing Act (42 U.S.C. §3601 et seq.) and implementing regulations at 24 C.F.R. Part 100-115, Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.), Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq), Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.) and specific federal requirements as set forth in 24 C.F.R. Part 5.

II. LEAD-BASED PAINT

Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821 et seq. and 24 C.F.R. Part 35.

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)**

EXHIBIT E

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

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

1. No state or 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 state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than state or 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 state or federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

GRANTEE'S NAME: _____

ORGANIZATION TYPE: _____

SIGNED By:

Name: _____

Title: _____

Date: _____

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)**

EXHIBIT F

PRWORA REQUIREMENTS

Pursuant to the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208, to ensure that a non-qualified applicant does not receive "public benefits," a unit of general purpose government that administers "public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b)

If an individual is applying for HHSP funds, a GRANTEE must verify that the individual applying for HHSP funds is a qualified recipient for funding under PRWORA. GRANTEE must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

GRANTEES are not required to verify alienage status when HHSP funds are used for construction purposes or to provide emergency medical assistance, short-term, non-cash emergency disaster relief services, or community level in-kind services (such as soup kitchens, crisis counseling and intervention, or short-term shelter) that are not conditioned on the recipient's income or resources.

HHSP-3rd RD - BOND FUNDS

County of El Paso

Homeless Prevention Program

2012-2013 Year Monthly Status Report

At least, 100 households or 258 individuals will retain housing through the provision of assistance with rent and utility assistance and deposits. GRANTEE will provide rental assistance in the form of the financial assistance services for residents living inside the city limits. GRANTEE will assess the needs of those clients and provide initial case management to those families and individuals needing rental assistance. Case workers will provide the stabilization services and appropriate referrals needed to prevent them from becoming homeless and establish some stability and self-sufficiency. The GRANTEE will measure success by whether a household 1) is still at the same address six months following the end of the assistance by sending "bounce back" letters; and 2) the individuals does not become homeless and seek assistance from any homeless program during one year following the end of the HHSP assistance. GRANTEE will track this through HMIS whether a client entered any homeless program within one year following the end of assistance. At least, \$875,000 in additional funds will be used to support this program.

Outcome Report - Total Non-HHSP Funds Leveraged: 875,000

Contract Date: 10/1/2012 - 8/31/2013

Description	Original Budget	Budget Transfers	Revised Budget	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Available Balance	YTD Expend.
Financial Assistance - Homeless Prevention																
Rental Assistance	\$82,621.00	\$0.00	\$82,621.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,621.00	\$0.00
Total Billed	\$82,621.00	\$0.00	\$82,621.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,621.00	\$0.00
YTD Billed %				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Total:	#REF
People Served - Goal	258			0	0	0	0	0	0	0	0	0	0	0	Total:	0

ADMIN - Budget Revisions and Contract Amendments	\$16,524.20
Budget Revisions Total	\$0.00
Available for revision:	\$16,524.20
Percentage budget revision:	0.00%

REPORT DUE: 20th	Date Received													
	Date Posted CD													
	Date Posted FS													
	Posted By													

Attachment 2A: Reimbursement Request

PART I. Identification Data 3rd Round - BOND Funds

Subrecipient: County of El Paso

Project Name: Homeless Prevention Program

Address: 500 E. San Antonio, Ste 301
El Paso, TX 79901

Contact Name & Phone #: _____

Contract Period: 10/1/2012 - 08/31/2013

Report Month/Year: _____

CATEGORIES	A. Budget	Expenditures		
		B. Projected	C. Month	D. Cumulative
1. HOMELESSNESS PREVENTION				N/A
2. HOMELESSNESS ASSISTANCE				
3. TOTAL	\$ -	\$ -	\$ -	
4. TOTAL (PROJECTED+CUMULATIVE EXPENDED)				
5. Total BOND funds requested for contract period				
6. Net Amount of this Request				
7. Remaining Balance				

APPROVAL

 Print Preparer Name

 Date

 Subrecipient Preparer Approval

 Date

 Subrecipient Executive Approval

 Date

 Department Approval

 Date

CITY OF EL PASO
 Homeless Housing and Services Program (HHSP) -- BOND Funds
 Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
 Vendor ID:
 Contract #:
 Contract Term:

Address:
 Report Date:
 Report Type:

Part II. Demographic Information

A. Number of Persons Served		HP			HA			HP and HA		
		Monthly	sted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Persons under age 18			0			0			0
2.	Persons age 18 to 24			0			0			0
3.	Persons over age 24			0			0			0
4.	Persons of unknown age (Don't Know/Refused)			0			0			0
5.	Persons whose age information is missing			0			0			0
Total		0	0	0	0	0	0	0	0	0

B. Number of Households Served		HP			HA			HP and HA		
		Monthly	sted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Unduplicated number of households served			0			0			0

C. Race				
		Monthly	sted	Cumulative
1.	American Indian or Alaska Native			0
2.	Asian			0
3.	Black or African-American			0
4.	Native Hawaiian or Other Pacific Islander			0
5.	White			0
6.	Multi-racial			0
7.	Don't Know/ Refused			0
8.	Information Missing			0
Total		0	0	0

CITY OF EL PASO
 Homeless Housing and Services Program (HHSP) -- BOND Funds
 Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
 Vendor ID:
 Contract #:
 Contract Term:

Address:
 Report Date:
 Report Type:

D. Ethnicity				
		Monthly	sted	Cumulative
1.	Non-Hispanic/Non-Latino			0
2.	Hispanic/Latino			0
3.	Don't Know/ Refused			0
4.	Information Missing			0
Total		0	0	0

E. Gender				
		Monthly	sted	Cumulative
1.	Female			0
2.	Male			0
3.	Transgender Male to Female			0
4.	Transgender Female to Male			0
5.	Other			0
6.	Don't Know/ Refused			0
7.	Information Missing			0
Total		0	0	0

F. Age				
		Monthly	sted	Cumulative
1.	Under 5			0
2.	5-12			0
3.	13-17			0
4.	18-24			0
5.	25-34			0
6.	35-44			0
7.	45-54			0
8.	55-61			0
9.	62+			0
10.	Don't Know/ Refused			0
11.	Information Missing			0

CITY OF EL PASO
 Homeless Housing and Services Program (HHSP) -- BOND Funds
 Monthly Performance Report

Part I. Subrecipient Information

Subrecipient: _____ Address: _____
 Vendor ID: _____ Report Date: _____
 Contract #: _____
 Contract Term: _____ Report Type: _____

Total	0	0	0
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G. Subpopulations (Optional)				
		Monthly	Adjusted	Cumulative
1.	Chronically homeless individuals			0
2.	Chronically homeless families			0
3.	Families with children			0
4.	Unaccompanied youth			0
5.	Severely mentally ill			0
6.	Persons with alcohol or other drug addictions			0
7.	Persons with disabilities (mental, physical and developmental)			0
8.	Veterans			0
9.	Veterans and their household members			0
10.	People with HIV/AIDS			0
11.	People with HIV/AIDS and their household members			0
12.	Victims of Domestic Violence			0
13.	Elderly (age 62 and over)			0
14.	Frail Elderly (age 85 and over)			0
15.	Persons exiting publicly- funded institutions			0
16.	Public housing residents			0
17.	Migrant farmworkers			0
18.	Colonia residents			0
19.	Homeless persons in rural areas			0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) -- BOND Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

Part III. Outputs and Outcomes

H. Outputs					
Output		Target - Unduplicated Number of Persons Projected to Receive Services	Unduplicated Number of Persons Who Received Services		
			Monthly	Adjusted	Cumulative
1.	Number of persons served with rental assistance for less than 90 days				0
2.	Number of persons served with rental assistance for 90-180 days				0
3.	Number of persons served with rental assistance for between six months and 12 months				0
4.	Number of persons served with overnight shelter and/or day shelter				0
5.	Number of persons served with case management				0
6.	Number of case management contacts with participants				0
7.	Number of case management referrals made on behalf of participants				0
8.	Number of persons served with housing search and placement services				0
9.	Number of persons served with supportive services, life skills training, and/or personal enrichment activities				0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) -- BOND Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

10.	Number of persons served with financial assistance				0
11.	Number of persons served with referral services				0
12.	Number of persons served with hotel/motel assistance				0
13.	Number of persons served with basic needs services and goods				0
14.	Number of persons receiving HHSP-funded services who are served by a building rehabilitation, renovation, or construction activity (additional persons served/increased capacity or improved physical space)				0
15.	Number of additional facilities (beds, mats, rooms, etc.) added, as a result of a building rehabilitation, renovation, or construction activity				0

I. Number of Persons Exited		HP			HA			HP and HA		
		Monthly	sted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Number of persons exited			0			0			0

J. Number of Households Exited		HP			HA			HP and HA		
		Monthly	sted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Number of households exited			0			0			0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) -- BOND Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

K. Outcomes									
Outcome Indicator	Target - Unduplicated Number of Persons Projected to Achieve the	Unduplicated Number of Persons Who Achieved Outcomes			Unduplicated Number of Persons Who Exited the Program and who are Included in this Measure			Percentage of Clients who Achieved the Outcome	
		Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative	%	
1. Number of persons who exited the program to a more stable housing situation than when they entered the program				0			0	#DIV/0!	
2. Number of persons who achieved permanent housing				0			0	#DIV/0!	
3. Number of persons with enhanced mental health at program exit than at program entry				0			0	#DIV/0!	
4. Number of persons with an improved employment situation at program exit than at program entry				0			0	#DIV/0!	
5. Number of persons who persons who retained housing for more than six months after program exit				0			0	#DIV/0!	
6. Number of persons who benefited from supportive services				0			0	#DIV/0!	
7. Number of persons who graduated from one or more of the transformational programs				0			0	#DIV/0!	

CITY OF EL PASO
 Homeless Housing and Services Program (HHSP) -- BOND Funds
 Monthly Performance Report

Part I. Subrecipient Information

Subrecipient: _____ Address: _____
 Vendor ID: _____ Report Date: _____
 Contract #: _____ Report Type: _____
 Contract Term: _____

8.	Number of persons receiving HHSP-funded services who achieved an outcome specified in the contract because of a building rehabilitation, renovation, or construction activity				0			0	#DIV/0!
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REASON FOR ADJUSTMENT:

APPROVAL

Subrecipient Preparer Approval: _____

Date _____

Department Approval: _____

Date _____

CITY OF EL PASO
 Homeless Housing and Services Program (HHSP) **BOND** Funds
 Monthly Performance Report

Part I. Subrecipient Information

Subrecipient: _____ Address: _____
 Vendor ID: _____ Report Date: _____
 Contract #: _____
 Contract Term: _____ Report Type: _____

Part II. Demographic Information

A. Number of Persons Served		HP			HA			HP and HA		
		Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Persons under age 18			0			0			0
2.	Persons age 18 to 24			0			0			0
3.	Persons over age 24			0			0			0
4.	Persons of unknown age (Don't Know/Refused)			0			0			0
5.	Persons whose age information is missing			0			0			0
Total		0	0	0	0	0	0	0	0	0

B. Number of Households Served		HP			HA			HP and HA		
		Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Unduplicated number of households served			0			0			0

C. Race			
	Monthly	Adjusted	Cumulative
1.	American Indian or Alaska Native		0
2.	Asian		0
3.	Black or African-American		0
4.	Native Hawaiian or Other Pacific Islander		0
5.	White		0
6.	Multi-racial		0
7.	Don't Know/ Refused		0
8.	Information Missing		0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) **BOND** Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

Total	0	0	0
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D. Ethnicity				
		Monthly	Adjusted	Cumulative
1.	Non-Hispanic/Non-Latino			0
2.	Hispanic/Latino			0
3.	Don't Know/ Refused			0
4.	Information Missing			0
Total		0	0	0

E. Gender				
		Monthly	Adjusted	Cumulative
1.	Female			0
2.	Male			0
3.	Transgender Male to Female			0
4.	Transgender Female to Male			0
5.	Other			0
6.	Don't Know/ Refused			0
7.	Information Missing			0
Total		0	0	0

F. Age				
		Monthly	Adjusted	Cumulative
1.	Under 5			0
2.	5-12			0
3.	13-17			0
4.	18-24			0
5.	25-34			0
6.	35-44			0
7.	45-54			0
8.	55-61			0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) **BOND** Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

9.	62+			0
10.	Don't Know/ Refused			0
11.	Information Missing			0
Total		0	0	0

G. Subpopulations (Optional)				
		Monthly	Adjusted	Cumulative
1.	Chronically homeless individuals			0
2.	Chronically homeless families			0
3.	Families with children			0
4.	Unaccompanied youth			0
5.	Severely mentally ill			0
6.	Persons with alcohol or other drug addictions			0
7.	Persons with disabilities (mental, physical and developmental)			0
8.	Veterans			0
9.	Veterans and their household members			0
10.	People with HIV/AIDS			0
11.	People with HIV/AIDS and their household members			0
12.	Victims of Domestic Violence			0
13.	Elderly (age 62 and over)			0
14.	Frail Elderly (age 85 and over)			0
15.	Persons exiting publicly- funded institutions			0
16.	Public housing residents			0
17.	Migrant farmworkers			0
18.	Colonia residents			0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) **BOND** Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

19.	Homeless persons in rural areas			0
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Part III. Outputs and Outcomes

H. Outputs					
Output		Target - Unduplicated Number of Persons Projected to Receive Services During the Contract Period	Unduplicated Number of Persons Who Received Services		
			Monthly	Adjusted	Cumulative
1.	Number of persons served with rental assistance for less than 90 days				0
2.	Number of persons served with rental assistance for 90-180 days				0
3.	Number of persons served with rental assistance for between six months and 12 months				0
4.	Number of persons served with overnight shelter and/or day shelter				0
5.	Number of persons served with case management				0
6.	Number of case management contacts with participants				0
7.	Number of case management referrals made on behalf of participants				0

CITY OF EL PASO
Homeless Housing and Services Program (HHSP) **BOND** Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient:
Vendor ID:
Contract #:
Contract Term:

Address:
Report Date:
Report Type:

8.	Number of persons served with housing search and placement services				0
9.	Number of persons served with supportive services, life skills training, and/or personal enrichment activities				0
10.	Number of persons served with financial assistance				0
11.	Number of persons served with referral services				0
12.	Number of persons served with hotel/motel assistance				0
13.	Number of persons served with basic needs services and goods				0
14.	Number of persons receiving HHSP-funded services who are served by a building rehabilitation, renovation, or construction activity (additional persons served/increased capacity or improved physical space)				0
15.	Number of additional facilities (beds, mats, rooms, etc.) added, as a result of a building rehabilitation, renovation, or construction activity				0

I. Number of Persons Exited		HP			HA			HP and HA		
		Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1.	Number of persons exited			0			0			0

J. Number of Households Exited		HP			HA			HP and HA		
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CITY OF EL PASO
Homeless Housing and Services Program (HHSP) **BOND** Funds
Monthly Performance Report

Part I. Subrecipient Information

Subrecipient: _____ Address: _____
Vendor ID: _____ Report Date: _____
Contract #: _____ Report Type: _____
Contract Term: _____

	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative
1. Number of households exited			0			0			0

K. Outcomes									
Outcome Indicator	Target - Unduplicated Number of Persons Projected to Achieve the Outcome During the Contract Period	Unduplicated Number of Persons Who Achieved Outcomes			Unduplicated Number of Persons Who Exited the Program and who are Included in this Measure			Percentage of Clients who Achieved the Outcome	
		Monthly	Adjusted	Cumulative	Monthly	Adjusted	Cumulative	%	
1. Number of persons who exited the program to a more stable housing situation than when they entered the program				0			0	#DIV/0!	
2. Number of persons who achieved permanent housing				0			0	#DIV/0!	
3. Number of persons with enhanced mental health at program exit than at program entry				0			0	#DIV/0!	
4. Number of persons with an improved employment situation at program exit than at program entry				0			0	#DIV/0!	
5. Number of persons who persons who retained housing for more than six months after program exit				0			0	#DIV/0!	
6. Number of persons who benefited from supportive services				0			0	#DIV/0!	

CITY OF EL PASO
 Homeless Housing and Services Program (HHSP) **BOND** Funds
 Monthly Performance Report

Part I. Subrecipient Information

Subrecipient: _____ Address: _____
 Vendor ID: _____ Report Date: _____
 Contract #: _____ Report Type: _____
 Contract Term: _____

7.	Number of persons who graduated from one or more of the transformational programs				0			0	#DIV/0!
8.	Number of persons receiving HHSP-funded services who achieved an outcome specified in the contract because of a building rehabilitation, renovation, or construction activity				0			0	#DIV/0!

REASON FOR ADJUSTMENT:

APPROVAL

Subrecipient Preparer Approval: _____

Date _____

Department Approval: _____

Date _____

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)
SELF-DECLARATION OF HOUSING STATUS**

Attachment: 3F-1

HHSP Applicant Name: _____

- Household without dependent children (complete one form for each adult in the household)
 Household with dependent children (complete one form for household)
Number of persons in the household: _____

This is to certify that the above named individual or household is currently homeless or at-risk of homelessness, based on the following and other indicated information and the signed declaration by the applicant.

Check only one:

- I [and my children] am/are currently homeless and living on the street (i.e. a car, park, abandoned building, bus station, airport, or camp ground).
- I [and my children] am/are the victim(s) of domestic violence and am/are fleeing from abuse.
- I [and my children] am/are being evicted from the housing we are presently staying in and must leave this housing within the next ____ days.

I certify that the information above and any other information I have provided in applying for HHSP assistance is true, accurate and complete.

HPRP Applicant Signature: _____ Date: _____

HPRP Staff Certification

I understand that third-party verification is the preferred method of certifying homelessness or risk for homelessness for an individual who is applying for HPRP assistance. I understand self declaration is only permitted when I have attempted to but cannot obtain third party verification.

Documentation of attempt made for third-party verification:

HPRP Staff Signature: _____ Date: _____

CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)
DOCUMENTATION OF HOMELESS CERTIFICATION

Attachment: 3F-2

HHSP Applicant Name: _____

Household without dependent children (complete one form for each adult in the household)

Household with dependent children (complete one form for household)

Number of persons in the household: _____

This is to certify that the above named individual or household is currently homeless based on the check mark, other indicated information, and signature indicating their current living situation.

Check only one box and complete only that section

Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks)

The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground.

Description of current living situation:

Homeless Street Outreach Program Name: _____

This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc.

Authorized Agency Representative Signature: _____ Date: _____

Living Situation: Emergency Shelter

The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows:

Emergency Shelter Program Name: _____

This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Emergency Shelter).

Authorized Agency Representative Signature: _____ Date: _____

Living Situation: Transitional Housing

The person(s) named above is/are currently living in a transitional housing program for persons who are homeless. The persons(s) named above is/are graduating from or timing out of the transitional housing program:

Transitional Housing Program Name: _____

This transitional housing program must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Transitional Housing program).

Immediately prior to entering transitional housing the person(s) named above was/were residing in:

emergency shelter OR a place unfit for human habitation

Authorized Agency Representative Signature: _____ Date: _____

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)
Attachment: 3G DECLARATION OF INCOME STATEMENT
(DECLARACION DE INGRESOS)
HTF FUNDS ONLY
DECLARATION OF INCOME STATEMENT (DIS) GUIDANCE**

All HHSP GRANTEE's shall base annualized eligibility determinations on the following criteria:

- Household income must be collected from the 30 day period prior to the date of application for assistance.
- Documentation of income form must be collected from all sources for all household members, age 18 and older, for the entire 30 day period prior to the date of the application.
- Income sources shall be multiplied by twelve (12) to annualize income.
- If proof of income is unavailable, the applicant must complete and sign a Declaration of Income Statement (DIS).

In order to use the DIS form, each GRANTEE must develop and implement a written policy and procedure on the use of the DIS form. The CITY and STATE will review the written policy and its use during on-site monitoring visits. The DIS form includes a description of why no income documentation is available and also includes a requirement to list the gross amount of income earned during the 30-day period prior to the date of application for each member of the household 18 years and older.

Additionally, the form must be signed by the applicant, the GRANTEE'S representative completing the form, and the GRANTEE'S Executive Director or Program Coordinator approving the use of the DIS form.

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)
Attachment: 3G DECLARATION OF INCOME STATEMENT
(DECLARACION DE INGRESOS)**

I, _____ do hereby declare on _____ that:
(Yo) (Applicant's Name/Nombre del Solicitante) (declaro que en esta fecha) (date)

- I have no documented proof of income due to the following:

(No tengo documentación que compruebe mis ingresos por la siguiente razón:)

- I am applying for assistance with the agency: _____
(Deseo aplicar para recibir asistencia de la agencia:)

My household consists of _____ persons and the following household members, 18 years and older that have earned the following gross income during the 30 day period prior to the date of this application for assistance.
(En mi hogar viven _____ personas. Los siguientes miembros de mi hogar tienen 18 años de edad o más y, durante los últimos 30 días antes de llenar esta aplicación, han recibido ingresos. (Indique el nombre y los ingresos de cada miembro))

Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____
Name/ Nombre _____	Gross Amount Ingresos _____

- My household's gross income, for all household members 18 years and older, for the 30 day period prior to the date of the application for assistance is \$ _____;

(El total de los ingresos de mi hogar durante los últimos 30 días antes de la fecha de esta aplicación es de \$ _____, y representa los ingresos para todos los miembros de mi hogar que tienen 18 años de edad o más.);

- and my household's gross annualized income based on the 30 day period prior to the date of this application is \$ _____

(El ingreso anual de mi hogar basado en los últimos 30 días antes de la fecha de mi aplicación es de \$ _____)

I certify that the above information for the income of all household members 18 years and older is true and correct to the best of my knowledge and belief.

(Certifico que la información de ingresos proveída de los miembros de mi hogar que tienen 18 años o más es verdadera y correcta según mi saber y entendimiento.)

I understand that the information will be verified to the extent possible; and that I may be subject to prosecution for providing false or fraudulent information.

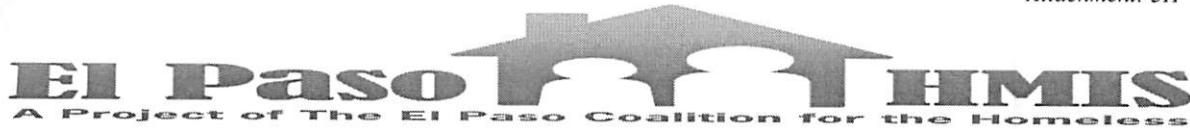
(Comprendo que la información proveída en esta sera verificada hasta donde sea posible y que puedo ser enjuiciado por haber proveído información falsa o fraudulenta.)

Applicant Signature/Firma _____ Date/Fecha _____

Street Address/Dirección City/Ciudad County/Condado _____ Zip/Código Postal _____

Subrecipient Representative _____ Date _____

Reviewed by _____ Signature and File _____ Date _____



Standards for Participation in the El Paso Homeless Management Information System (HMIS)

Participation in the El Paso Homeless Management Information System is mandatory for agencies receiving funding from the U. S. Department of Housing and Urban Development (HUD). This includes Continuum of Care Grants and Emergency Shelter Grant (ESG) funds administered by the City of El Paso. Additionally, the City requires participation from Community Development Block Grant (CDBG) funded homeless programs. Expressly excluded from this participation standard is any program or agency whose current participation in HMIS is not mandated by HUD.

This standard establishes the minimum requirements that agencies must meet to be certified as participants in the El Paso HMIS. The Project Coordinator of the El Paso HMIS will measure each agency's performance against this standard and report the results (Participating/Non-participating) to the Board of Directors of the El Paso Coalition for the Homeless (the Board) and to the City's Department of Community and Human Development. Participation will be evaluated prior to submission of the Continuum of Care grant request and prior to budget deliberations of ESG and CDBG Homeless services funding proposals by CD Collaboratives. Additional evaluations will be provided to the Board of Directors of the El Paso Coalition for the Homeless and agency Executive Directors on a monthly basis. The Board will receive reports covering all agencies while the Executive Directors will only receive performance data for their own agencies. The Coalition will notify the City of any CD or ESG funded programs that are non-compliant as part of the Coalition's monthly reports to the City.

The El Paso Continuum of Care, as administered by the El Paso Coalition for the Homeless (EPCH), is responsible for the operation of the El Paso HMIS. As such, the Board of Directors of the EPCH shall be the final authority for certifying the participation status for all agencies. Any agency appealing the Board's determination will submit a written request for review within five (5) working days of notification of Non-participation.

Standards:

Participation Agreements: Agencies must maintain an active HMIS Agency Agreement with the El Paso HMIS. Agencies must meet deadlines for providing Letters of Intent and Memorandums of Understanding (MOU's) for participation in the El Paso HMIS, as required by HUD and the City of El Paso.

Financial: All agencies must pay their HMIS grant match on or before the beginning of each HMIS grant year (currently July 1st). Agencies will be considered non-participating until such funds are received. An automatic extension of the payment due date to September 30th is granted to agencies that cannot obligate their grant expenditures prior to September 1st.

Attendance at HMIS Steering Committee Meetings: The HMIS Steering Committee is vital to maintaining effective communication between the HMIS Staff and the agencies. Each agency must have a representative attend at least 75% of all regular and special meetings of the HMIS Steering Committee held within the previous 12 months. It is the responsibility of each agency to appoint at least one representative to the committee, to monitor their attendance, and to be sure that this standard is met.

Data Timeliness: Monthly data must be complete and available for HMIS processing by the 15th day of the following month. If the 15th falls on a weekend or legal holiday, data must be entered and available to HMIS by the end of the next agency working day. Exceptions may be granted by the HMIS Project Coordinator only if the exceptions do not limit the effectiveness of the HMIS System.

Data Completeness: The El Paso HMIS Community Standard established for adults and children is the minimum dataset required for participation. This data set may be used for Emergency Shelters and other programs which are not required to file an Annual Progress Report (APR). Agencies required by HUD to file an APR must also include the additional data required by HUD (Program-Specific Data Elements, Federal Register, Vol. 69, No. 146, July 30, 2004/Notices, Section 3). Sample Intake and Exit Forms incorporating both the El Paso HMIS Community Standard and the required APR data are available from HMIS. HMIS will assist agencies in collecting and processing the additional information required for preparing their APR.

Data Accuracy: All data entered into the HMIS must be reviewed by the agency for accuracy. HMIS data must be reconciled to other agency information, such as daily 'head counts'. Agency Executive Directors will be responsible for their agency meeting these standards for data timeliness, completeness and accuracy.

Effective date for meeting Participation Standards:

Programs that supply housing to homeless individuals and families are expected to be in compliance by a date to be set by the Board.

Programs that supply services to homeless must be in compliance by a date to be set by the Board. Implementation of HMIS for service agencies takes time. In order to meet the deadlines, agencies must begin working toward compliance immediately.

Exceptions, new agency rules and grace periods:

Possible exceptions by type of agency: HUD is concerned about HMIS implementation in agencies that primarily provide assistance to victims of domestic violence (DV). HUD is also concerned over participation by other agencies that have legal or ethical restrictions on data collection and sharing. Until HUD produces definitive guidance for HMIS participation, the HMIS Project Coordinator will provide recommendations to the Board for determining participation status for these unique agencies.

New Agencies: New agencies will be allowed three full calendar months from the effective date of the HMIS Agreement to meet participation standards. Prior to the end of the three

month deadline, agencies will be considered to be participating if they have executed all necessary participation agreements, met the HMIS financial requirements, have at least two employees that are qualified and trained for data entry and have had representation at every regular HMIS Steering Committee Meeting held during the period.

Grace Period for meeting Participation Standards: It is understood that meeting the HUD requirements for entering the Program-Specific Data Elements is challenging. Affected agencies are expected to begin entering this information, as required by HUD, by their scheduled effective dates. However, agencies will not be considered “non-participating” so long as the Board determines that they are making reasonable progress toward meeting the standard and are complying with all other requirements.

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)**

**Housing Habitability Standards
Inspection Checklist**

Attachment 3I

About this Tool

These standards apply only when a program participant is receiving financial assistance and moving into a new (different) unit. Inspections must be conducted upon initial occupancy and then on an annual basis for the term of the HHSP assistance.

The habitability standards are different from the Housing Quality Standards (HQS) used for other HUD programs. Because the HQS criteria are more stringent than the habitability standards, a grantee could use either standard. In contrast to HQS inspections, the habitability standards do not require a certified inspector. As such, HHSP program staff could conduct the inspections, using a form such as this one to document compliance.

Instructions: Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved or Deficient	Element
	1. <i>Structure and materials:</i> The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
	2. <i>Access:</i> The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
	3. <i>Space and security:</i> Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.
	4. <i>Interior air quality:</i> Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
	5. <i>Water Supply:</i> The water supply must be free from contamination.
	6. <i>Sanitary Facilities:</i> Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
	7. <i>Thermal environment:</i> The housing must have adequate heating and/or cooling facilities in proper operating condition.
	8. <i>Illumination and electricity:</i> The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

	9. <i>Food preparation and refuse disposal:</i> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
	10. <i>Sanitary condition:</i> The housing and any equipment must be maintained in sanitary condition.
	11. <i>Fire safety:</i> Both conditions below must be met to meet this standard. <ul style="list-style-type: none"> a. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.

(Source: U.S. Department of Housing and Urban Development, Docket No. FR-5307-N-01, Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Grantees under the Recovery Act)

CERTIFICATION STATEMENT

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

Therefore, I make the following determination:

- Property is approved.
- Property is not approved.

Case Name: _____			
Street Address: _____			
Apartment: _____	City: _____	State: _____	Zip: _____
Evaluator's Signature: _____		Date: _____	
Please Print. Name: _____			
CBO Exec. Dir. Initial: _____			

CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)

Attachment 3J: Lead Screening Worksheet

Lead Screening Worksheet

About this Tool

The *Lead Screening Worksheet* is intended to guide grantees through the lead-based paint inspection process to ensure compliance with the rule. Staff can use this worksheet to document any exemptions that may apply, whether any potential hazards have been identified, and if safe work practices and clearance are required and used. A copy of the completed worksheet along with any additional documentation should be kept in each program participant's case file. Please see the *Lead-Based Paint Requirements Summary* for additional information.

INSTRUCTIONS

To prevent lead-poisoning in young children, grantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R. Under certain circumstances, a visual assessment of the unit is not required. This screening worksheet will help program staff determine whether a unit is subject to a visual assessment, and if so, how to proceed. A copy of the completed worksheet along with any related documentation should be kept in each program participant's file.

Note: ALL pre-1978 properties are subject to the disclosure requirements outlined in 24 CFR 35, Part A, regardless of whether they are exempt from the visual assessment requirements.

BASIC INFORMATION

Name of Participant

Address Unit Number

City State Zip

HPRP Program Staff

PART 1: DETERMINE WHETHER THE UNIT IS SUBJECT TO A VISUAL ASSESSMENT

If the answer to one or both of the following questions is 'no,' a visual assessment is not triggered for this unit and no further action is required at this time. Place this screening worksheet and related documentation in the program participant's file.

If the answer to both of these questions is 'yes,' then a visual assessment is triggered for this unit and program staff should continue to Part 2.

1. Was the leased property constructed before 1978?

Yes

No

2. Will a child under the age of six be living in the unit occupied by the household receiving HPRP assistance?

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Attachment 3J: Lead Screening Worksheet

- Yes
- No

PART 2: DOCUMENT ADDITIONAL EXEMPTIONS

If the answer to any of the following questions is 'yes,' the property is exempt from the visual assessment requirement and no further action is needed at this point. Place this screening sheet and supporting documentation for each exemption in the program participant's file.

If the answer to all of these questions is 'no,' then continue to Part 3 to determine whether deteriorated paint is present.

1. Is it a zero-bedroom or SRO-sized unit?
 - Yes
 - No
2. Has X-ray or laboratory testing of all painted surfaces by certified personnel been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint?
 - Yes
 - No
3. Has this property had all lead-based paint identified and removed in accordance with HUD regulations?
 - Yes
 - No
4. Is the client receiving Federal assistance from another program, where the unit has already undergone (and passed) a visual assessment within the past 12 months (e.g., if the client has a Section 8 voucher and is receiving HPRP assistance for a security deposit or arrears)?
 - Yes (Obtain documentation for the case file.)
 - No
5. Does the property meet any of the other exemptions described in 24 CFR Part 35.115(a).
 - Yes
 - No

Please describe the exemption and provide appropriate documentation of the exemption.

PART 3: DETERMINE THE PRESENCE OF DETERIORATED PAINT

To determine whether there are any identified problems with paint surfaces, program staff should conduct a visual assessment prior to providing HPRP financial assistance to the unit as outlined in the following training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>.

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If no problems with paint surfaces are identified during the visual assessment, then no further action is required at this time. Place this screening sheet and certification form (Attachment A) in the program participant's file.

If any problems with paint surfaces are identified during the visual assessment, then continue to Part 4 to determine whether safe work practices and clearance are required.

1. Has a visual assessment of the unit been conducted?

Yes

No

2. Were any problems with paint surfaces identified in the unit during the visual assessment?

Yes

No (Complete Attachment A – Lead-Based Paint Visual Assessment Certification Form)

PART 4: DOCUMENT THE LEVEL OF IDENTIFIED PROBLEMS

All deteriorated paint identified during the visual assessment must be repaired prior to clearing the unit for assistance. However, if the area of paint to be stabilized exceeds the de minimus levels (defined below), the use of lead safe work practices and clearance is required.

If deteriorating paint exists but the area of paint to be stabilized does not exceed these levels, then the paint must be repaired prior to clearing the unit for assistance, but safe work practices and clearance are not required.

1. Does the area of paint to be stabilized exceed any of the de minimus levels below?

• 20 square feet on exterior surfaces Yes No

• 2 square feet in any one interior room or space Yes No

• 10 percent of the total surface area on an interior or exterior component with a small surface area, like window sills, baseboards, and trim Yes No

If *any* of the above are 'yes,' then safe work practices and clearance are required prior to clearing the unit for assistance.

PART 5: CONFIRM ALL IDENTIFIED DETERIORATED PAINT HAS BEEN STABILIZED

Program staff should work with property owners/managers to ensure that all deteriorated paint identified during the visual assessment has been stabilized. If the area of paint to be stabilized does not exceed the de minimus level, safe work practices and a clearance exam are not required (though safe work practices are always recommended). In these cases, the HPRP program staff should confirm that the identified deteriorated paint has been repaired by conducting a follow-up assessment.

If the area of paint to be stabilized exceeds the de minimus level, program staff should ensure that the clearance inspection is conducted by an independent certified lead professional. A certified lead professional may go by various titles, including a certified paint inspector, risk assessor, or sampling/clearance technician. Note, the clearance inspection cannot be conducted by the same firm that is repairing the deteriorated paint.

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1. Has a follow-up visual assessment of the unit been conducted?
 Yes
 No
2. Have all identified problems with the paint surfaces been repaired?
 Yes
 No
3. Were all identified problems with paint surfaces repaired using safe work practices?
 Yes
 No
 Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.
4. Was a clearance exam conducted by an independent, certified lead professional?
 Yes
 No
 Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.
5. Did the unit pass the clearance exam?
 Yes
 No
 Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.

Note: A copy of the clearance report should be placed in the program participant's file.

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HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)

Attachment 3J: Lead Screening Worksheet

LEAD-BASED PAINT VISUAL ASSESSMENT CERTIFICATION

I, (print name) , certify the following:

- I have completed HUD's online visual assessment training and am a HUD-certified visual assessor.
- I conducted a visual assessment at (property address and unit number) on (date of assessment) .
- No problems with paint surfaces were identified in the unit or in the building's common areas.

(Signature)

(Date)

Client Name: _____

Case Number: _____

**CITY OF EL PASO
HOMELESS HOUSING AND SERVICES PROGRAM (HHSP)**

ATTACHMENT 3K: RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

Name:	Signature:	Date:
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