



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 9

DATE: 11/19/2024

SUBJECT: CONSIDERATION OF FISCAL YEARS 2024-2027 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERMANENT SUPPORTIVE HOUSING GRANT AGREEMENT

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Fiscal Years 2024-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing (PSH) grant agreement in the amount of \$958,938.00.

BACKGROUND

The HUD HOPWA PSH program is a federal program dedicated to the housing needs of people living with HIV. Samaritan House, Inc. (SAM) is the sole project sponsor of the HUD HOPWA PSH funds and has been in operation as a housing facility for homeless and low-income persons living with HIV/AIDS since 1993. In addition to housing, SAM offers an array of services to residents such as nutrition, social services, counseling, resident care, non-medical case management, transportation, and life skills development.

The total amount of funding for Fiscal Years 2024-2027 is in the amount of \$958,938.00.

The HUD HOPWA PSH project period and grant budget period is November 19, 2024 through November 18, 2027.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant fund allocations as follows:

HUD HOPWA Funding: Grant-2004 E0061-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing (PSH) – net impact \$958,938.00

SUBMITTED BY	HIV Administrative Agency	PREPARED BY:	Dulce Lozano
		APPROVED BY:	Lisa McKamie-Muttiah

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program Assistance Listing Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Tarrant County HIV Administrative Agency 100 E. Weatherford Street Fort Worth Texas 76196	2. Grant Number/Federal Award Identification Number (FAIN): TX-H240003 3. Tax Identification Number: 75-6001170 4. Unique Entity Identifier: DBH1UNN8U5J3
5. Applicable Funding Notice: CPD-24-03 (issued May 9, 2024)	6. Grant Amount: \$958,938
7. Period of Performance/Budget Period Start Date (date listed in box 17) (mm/dd/yyyy)	8. Period of Performance/Budget Period End Date (36 months after the date in box 17) (mm/dd/yyyy)
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Grant Type (check applicable box) <input type="checkbox"/> Renewal <input type="checkbox"/> Replacement
11. Applicable Appropriations Act(s): Public Law 117-328, Public Law 118-42	

Grant Terms and Conditions:

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development (“HUD”) and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. §§ 12901-12912) and the applicable appropriations act(s) specified in Box 11.
- II. The Applicable Funding Notice listed in Box 5 of this Grant Agreement; the regulations for the Housing Opportunities for Persons With AIDS Program (“HOPWA”) under 24 CFR part 574 as now in effect and as may be amended from time to time (“HOPWA regulations”); and this Grant Agreement, including any special conditions, constitute part of this Grant Agreement. Except where inconsistent with this Grant Agreement, the Grantee’s assurances and application as approved and attached by HUD also constitute part of this Grant Agreement.
- III. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 574, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- IV. Subject to the provisions of this Grant Agreement, HUD will make grant funding in the amount specified in Box 6 above (“Grant Funds”) available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD. The Grantee must use the grant funds only for costs that are allowable under 2 CFR part 200, subpart E, which may include any pre-award costs that have been approved by HUD under 2 CFR 200.458 and administrative closeout costs allowed by 2 CFR 200.403(h).

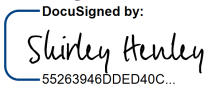
- V. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.
- VI. The Grantee must complete Addendum 1 to this Grant Agreement ("Grantee Indirect Cost Rate(s)") and return it to HUD with this Grant Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Grant Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Grant Agreement to reflect the change if necessary.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain all terms and conditions required by 2 CFR 200.332 and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VIII. Not less than once every 90 calendar days, starting from the Period of Performance start date, the grantee must draw down Grant funds for allowable costs in accordance with 2 CFR 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 CFR 200.302 and 200.303.
- IX. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Grantee's execution of the amendment or other consent.
- X. The Grantee must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
- XI. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- XII. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 regarding System for Award Management (SAM.gov) and unique entity identifier (UEI) requirements and the Award Term in Appendix A to 2 CFR part 170 regarding reporting subawards and executive compensation. If the amount in Box 6 above exceeds \$500,000, the Grantee must also comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XIII. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b) using form HUD-4155. The APR is due to HUD within 90 calendar days after the end of each 12-month period of the grant, except for the final APR, which must be submitted within 120 calendar days

after the end date of the period of performance in accordance with 2 CFR 200.334(a).

- XIV. Program income may be treated as an addition to the Grant Funds, provided that the Grantee uses that income for allowable costs under this Grant Agreement.
- XV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities.
- XVI. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.
- XVII. The Grantee must update client eligibility records no less than annually.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.1.
- XIX. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more actions to enforce the obligations under this Grant Agreement in accordance with 24 CFR 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XX. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- XXI. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:
 1. Gross mismanagement of a Federal contract or grant;
 2. Gross waste of Federal funds;
 3. Abuse of authority relating to a Federal contract or grant;
 4. Substantial and specific danger to public health and safety; or
 5. Violations of law, rule, or regulation related to a Federal contract or grant.

XXII. This grant will be closed out as provided by 2 CFR 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.

XXIII. The Grantee must use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons as described in the Applicable Funding Notice specified in Box 11.

<p>12. <u>First Signatory: For HUD (Name and Title of Authorized Official)</u> Shirley Henley CPD Director Fort Worth</p>	<p>13. Signature <small>DocuSigned by:</small>  <small>55263946DDED40C...</small></p>	<p>14. Date (“Federal Award Date”) (mm/dd/yyyy) 10/22/2024</p>
<p>15. <u>Second Signatory: For the Grantee (Name and Title of Authorized Official)</u></p>	<p>16. Signature</p>	<p>17. Date (mm/dd/yyyy)</p>

Addendum 1 to Grant Agreement Tarrant County HIV Administrative Agency

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Grantee’s Authorized Official:

Tim O'Hare

Signature:

X

Date (mm/dd/yyyy):

/ /

Title:

County Judge

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for project sponsors.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to part 200 (for nonprofit organizations); and Appendix VII to part 200 (for state and local governments).

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: _____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Auditor Date: _____

CO#144227



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF

8

DATE: 11/05/2024

SUBJECT: Consideration of the Fiscal Years 2024-2027 U.S. Department of Housing and Urban Development Housing Opportunities for Persons With AIDS Permanent Supportive Housing Grant Agreement

******CONSENT AGENDA******

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court consider the Fiscal Years 2024-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing (PSH) grant agreement in the amount of \$958,938.00.

BACKGROUND:

The HUD HOPWA PSH program is a federal program dedicated to the housing needs of people living with HIV. Samaritan House, Inc. (SAM) is the sole project sponsor of the HUD HOPWA PSH funds and has been in operation as a housing facility for homeless and low-income persons living with HIV/AIDS since 1993. In addition to housing, SAM offers an array of services to residents such as nutrition, social services, counseling, resident care, non-medical case management, transportation, and life skills development.

The total amount of funding for Fiscal Years 2024-2027 is \$958,938.00.

The HUD HOPWA PSH project period and grant budget period is November 19, 2024, through November 18, 2027.

The Criminal District Attorney's Office has reviewed this document to form.

FISCAL IMPACT:

All associated costs will be paid from grant fund allocations as follows:

HUD HOPWA Funding: Grant-2004 E0061-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing (PSH) – net impact \$958,938.00

SUBMITTED BY:	HIV Administrative Agency	PREPARED BY:	Dulce Lozano
		APPROVED BY:	Lisa McKamie-Muttiah

Grant Agreement

Housing Opportunities for Persons With AIDS (HOPWA) Program

Assistance Listing Number 14.241

U.S. Department of Housing and Urban Development

Office of Community Planning and Development

1. Grantee Name (and Administering Agency or Department, if applicable), and Address:

Tarrant County HIV Administrative Agency
100 E. Weatherford Street
Fort Worth Texas 76196

2. Grant Number/Federal Award Identification Number (FAIN): TX-H240003

3. Tax Identification Number: 75-6001170

4. Unique Entity Identifier: DBH1UNN8U5J3

5. Applicable Funding Notice:

CPD-24-03 (issued May 9, 2024)

6. Grant Amount:

\$958,938

7. Period of Performance/Budget Period Start Date (date listed in box 17) (mm/dd/yyyy)

8. Period of Performance/Budget Period End Date (36 months after the date in box 17) (mm/dd/yyyy)

9. Special Conditions (check applicable box)

Not applicable Attached

10. Grant Type (check applicable box)

Renewal Replacement

11. Applicable Appropriations Act(s):

Public Law 117-328, Public Law 118-42

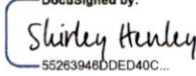
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- after the end date of the period of performance in accordance with 2 CFR 200.334(a).
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- XXI. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:
1. Gross mismanagement of a Federal contract or grant;
 2. Gross waste of Federal funds;
 3. Abuse of authority relating to a Federal contract or grant;
 4. Substantial and specific danger to public health and safety; or
 5. Violations of law, rule, or regulation related to a Federal contract or grant.

- XXII. This grant will be closed out as provided by 2 CFR 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.
- XXIII. The Grantee must use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons as described in the Applicable Funding Notice specified in Box 11.

<p>12. First Signatory: For HUD (Name and Title of Authorized Official) Shirley Henley CPD Director Fort Worth</p>	<p>13. Signature DocuSigned by:  55263946DDED40C...</p>	<p>14. Date ("Federal Award Date") (mm/dd/yyyy) 10/22/2024</p>
<p>15. Second Signatory: For the Grantee (Name and Title of Authorized Official)</p>	<p>16. Signature</p>	<p>17. Date (mm/dd/yyyy)</p>



SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: _____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marwin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

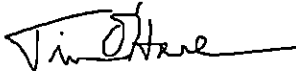
CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ N/A - Revenue

Kimberly M. Buchanan
Auditor Date: 11-15-24

Consideration of Fiscal Years 2024-2027 U.S. Department of Housing and Urban Development
Housing Opportunities for Persons with AIDS Permanent Supportive Housing Grant Agreement

SIGNED AND EXECUTED this 22 day of 11, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
11/22/2024