

INTRODUCED: April 11, 2016

AN ORDINANCE No. 2016-119

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute the City of Richmond 2015-2016 Continuum of Care Contract in the amount of \$154,287 for the Richmond Shelter Plus 3 – Housing First program between the City of Richmond and Virginia Supportive Housing for the purpose of completing necessary projects and services for homelessness assistance.

\_\_\_\_\_  
Patron – Mayor Jones

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: APR 25 2016 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the City of Richmond 2015-2016 Continuum of Care Contract in the amount of \$154,287 for the Richmond Shelter Plus 3 – Housing First program between the City of Richmond and Virginia Supportive Housing for the purpose of completing necessary projects and services for homelessness assistance. The Continuum of Care Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:      APR 25 2016      REJECTED: \_\_\_\_\_      STRICKEN: \_\_\_\_\_

§ 2. This ordinance shall be in force and effect upon adoption.

4-4939  
O & R REQUEST

MAR 18 2016

Chief Administration Office  
City of Richmond



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

**O&R REQUEST**

**DATE:** March 15, 2016

**EDITION:** 1

**TO:** The Honorable Members of City Council

RICHMOND

**THROUGH:** Dwight C. Jones, Mayor

APR 08 2016

**THROUGH:** Selena Cuffee-Glenn, Chief Administrative Officer

OFFICE OF CITY ATTORNEY

**THROUGH:** Lenora Reid, Deputy Chief Administrative Officer of Finance and Administration

**THROUGH:** James Duval, Interim Director of Finance

**THROUGH:** Jay Brown, Director of Budget and Strategic Planning

JAB

**THROUGH:** Debra Gardner, Deputy Chief Administrative Officer for Human Services

**FROM:** Shunda Giles, Director of Social Services

**RE:** To authorize the Chief Administrative Officer to execute a Continuum of Care contract with Virginia Supportive Housing

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Office to enter into a Continuum of Care contract with Virginia Supportive Housing (VSH).

**REASON:** The U. S. Department of Housing and Urban Development (HUD) awarded the City of Richmond \$ 1,427,302 in homelessness assistance funding for FY 2016. These funds will be used through the Continuum of Care contract to engage VSH as a sub-recipient in order to complete needed projects and services for Shelter Plus Care, A Place to Start and Housing First.

**RECOMMENDATION:** The City's Administration and the Department of Social Services recommend approval.

**BACKGROUND:** VSH is Virginia's largest supportive housing organization. VSH uses an integrated model to provide permanent supportive through rental subsidies and individualized support services such as, counseling and community connections. Through its specific programs

of Shelter Plus Care, A Place to Start (APTS) and Housing First, VSH targets those individuals with the greatest need, including those who are chronically homeless, medically vulnerable or severely mentally ill.

Shelter Plus Care is a federally funded HUD program that provides rental subsidies and support to those with a disability (mental health, substance abuse, and/or AIDS) who are formally homeless.

APTS is a regional program that serves individuals experiencing chronic homelessness and serious mental illness. APTS immediately houses these individuals. Housing provides the initial stability that then allows the individuals to meaningfully engage in services.

Housing First, is a federally funded HUD program that makes a positive difference in hard-to-serve populations, including those with mental illness and substance-related disorders. Although some chronically homeless people with mental illness and co-occurring substance-related disorders are willing and able to commit to treatment, they may either be unable to keep such a commitment or they may simply reject a conditional offer of housing. The theory behind Housing First is that homelessness is so demanding that people are unable to concentrate on recovery and that once the hardships of a lack of housing are mitigated, chronically homeless substance users and mentally ill persons are better equipped to address their illnesses.

More than 95% of the residents in VSH programs do not return to homelessness. In addition, the average income of VSH's residents increase by 127% within one year of becoming permanently housed.

The City of Richmond will receive a total amount of \$1,427,302 via six grants from HUD (see attached). Three grant awards are specifically delineated in the City's FY 16 Special Fund Budget and three grants are pending via a separate ordinance requesting approval to appropriate the grants to the City's FY 16 Special Fund Budget. Under the proposed contracts, this funding will be provided by the City to VSH for the purpose of completing necessary projects and services through the programs of Shelter Plus Care, APTS and Housing First.

**FISCAL IMPACT / COST:** None.

**FISCAL IMPLICATIONS:** The additional federal funding will enhance homeless assistance to Richmond residents through the Continuum of Care contract.

**BUDGET AMENDMENT NECESSARY:** No.

**REVENUE TO CITY:** None.

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** April 11, 2016

**CITY COUNCIL PUBLIC HEARING DATE:** April 25, 2016

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** The Department of Social Services, the Department of Budget and Strategic Planning and the Department of Finance

**AFFECTED AGENCIES:** Regular

**RELATIONSHIP TO EXISTING ORD. OR RES.:** HUD is providing \$395,137 in federal grant funds (the portion of the overall award amount not specifically noted in the Special Fund Budget). The authorization to accept these funds is presently pending via a separate ordinance.

**REQUIRED CHANGES TO WORK PROGRAM(S):** none

**ATTACHMENTS:** Continuum of Care Contract  
Shelter Plus Care Grant Awards

**STAFF:** Shunda T. Giles, Director  
Brinette Jones, Deputy Director, Children, Families and Adults  
Phyllis Grooms-Gordon, Program Manager

**City of Richmond FY 2016 HUD Shelter Plus Care (S+C) Funds**

The following S+C Grants are included in the City Biennial Budget – Special Funds

|                 |                                |                     |
|-----------------|--------------------------------|---------------------|
| VA0010L3F001407 | Shelter Care Plus              | \$859,878.00        |
| VA0147L3F001401 | Shelter Care Plus 5- Capacity  | \$103,394.00        |
| VA0149L3F001401 | Shelter Care Plus 4- Expansion | <u>\$ 68,893.00</u> |
|                 |                                | \$1,032,165         |

Authorization to accept the following S+C Grants funds is presently pending via a separate ordinance.

|                 |                                       |                              |
|-----------------|---------------------------------------|------------------------------|
| VA0001L3F001402 | Shelter Care Plus 2 –A Place to Start | \$ 61,681.00                 |
| VA0002L3F001402 | Shelter Care Plus 3-Housing First     | \$154,287.00                 |
| VA0230L3F001401 | Shelter Care Plus 6- A Place to Start | <u>\$179,169.00</u>          |
|                 |                                       | \$395,137.00                 |
|                 | <b>Total Funds</b>                    | <b><u>\$1,427,302.00</u></b> |

**CITY OF RICHMOND  
2015-2016 CONTINUUM OF CARE CONTRACT**

THIS CONTRACT made and entered into this 1<sup>st</sup> day of September, 2015 by and between the City of Richmond, a municipal corporation of the Commonwealth of Virginia, acting by and through its duly authorized representative, hereinafter referred to as the "City," party of the first part, and Virginia Supportive Housing, a Virginia non-stock corporation.

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Herein after referred to as the "Sub-recipient," party of the second part

with principal offices located at: 5008 Monument Avenue Suite 200, Richmond, Virginia 23230

with the following P.O. Box P.O. Box 8585 Richmond, Virginia 23226

with the following E-Mail address: abogdanovic@virginiaspportivehousing.org

and the following telephone number 804-788-6825

and the following facsimile number 804-788-6827

and the following Federal Tax ID Number: 54-1444564

The *Sub-recipient* certifies that this contract will have Minority Participation: Yes x No \_\_\_.

**WITNESSETH**

WHEREAS, the *City* desires to engage the services of the *Sub-recipient* to undertake the following projects and services:

| <b>PROJECT NAME</b>                               | <b>SERVICES TO BE PROVIDED</b> | <b>FUNDING AMOUNT</b> |
|---------------------------------------------------|--------------------------------|-----------------------|
| <b>Richmond Shelter Plus 3-<br/>Housing First</b> |                                | <b>\$154, 287</b>     |

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, the *City* and *Sub-recipient* hereby agree, each with the other, that *Sub-recipient* shall provide services as an independent contractor in accordance with the terms and conditions of this Contract.

**ARTICLE I - SCOPE OF SERVICES**

1.1 Sub-recipient Services

The services furnished by the *Sub-recipient* shall include but are not necessarily limited to; those outlined in the "Scope of Work" attached to and made a part of this Contract by reference. The *Sub-recipient* will follow the objectives, accomplishments, and budget as outlined in the Scope of Work.

**ARTICLE II - COMMENCEMENT & COMPLETION**

2.1 Commencement and Completion of Services

This Contract shall commence on September 1, 2015 and terminate on August 31, 2016 unless terminated earlier in accordance with other provisions herein. If earlier terminated or the contract year ends and the *Sub-recipient* has received funding for completion of those items listed in the item plan, the obligations of the *Sub-recipient* shall continue and remain in full force and effect until the objectives listed in the item plan have been satisfied by the *Sub-recipient* or the funds disbursed to the *Sub-recipient*, including program income, have been returned to the City.

**ARTICLE III - COMPENSATION AND USE OF FUNDS**

3.1 A. General Compensation

As compensation for said services as an independent Contractor for all services rendered under this Contract, the *City* agrees to pay the *Sub-recipient* a total fee not to exceed **\$ 154,287**

3.2 Payments

- a) The *Sub-recipient* will provide the City with invoices at least monthly that include all HUD and DSS-required documentation. All invoices will include only expenses that are both eligible and allowable under the grant agreement between the City of Richmond and the Department of Housing and



Urban Development governing this project, or any amendments thereto. A copy of said grant agreement is attached to this Contract.

Payments to the *Sub-recipient* for Housing Disbursement Activities (see Section 5.8 of City Procedural Manual for Federal Entitlement Funds) shall be made as follows: upon receipt of the Request for Funds from the *Sub-recipient*, which projects costs for an average 30-day operational period, the *Sub-recipient* will be provided funds to cover the project's expenses as estimated. Requests for Funds must arrive at the Department of Finance at least 10 days prior to actual disbursement. Requests received after the due date will be processed for the following payment date.

- b) Payments to the *Sub-recipient* for funds not covered under Housing Disbursement Activities will be done on a cost reimbursement basis. The *Sub-recipient* shall request in writing reimbursement of funds by eligible activity on a regular monthly basis, all request must be accompanied by adequate documentation for costs as per 2 CFR Part 200.

### 3.3 Withholding Payments

All payments to the *Sub-recipient* are subject to the *Sub-recipient's* compliance with its *City* Contract. A breach of said Contract is grounds for non-payment, until such corrections are made, which will resolve Contract non-compliance.

### 3.4 Double Reimbursement

The *Sub-recipient* shall not claim reimbursement from the *City* for that portion of its obligations which has been paid by another source of revenue.

### 3.5 Regulation for Use of Funds.

The use of funds received pursuant to this Contract shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), the McKinney-Vento Homeless Assistance Act ("the Act"), 24 CFR Part 578, 24 CFR Part 582, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of the Contract. A copy of said regulations is incorporated by reference. The *Subrecipient* agrees to comply, except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578, with the uniform administrative requirements specified at 24 CFR part 84 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; 24 CFR 570.502 and 24 CFR 570.610, including; if the *Subrecipient* is a governmental entity, those portions of 2 CFR Part 200 superseding OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the *Subrecipient* is not a governmental entity, those portions of 2 CFR Part 200 superseding OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; sections of OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profits" as set forth in 24 CFR 45, and sections of OMB Circular A-110 as specified in 24 CFR 570.502 (b).

In addition, the *Subrecipient* agrees to comply with other applicable laws, including all applicable fair housing and civil rights requirements set forth in 24 CFR 5.105(a), the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the

Residential Lead Based Paint Reduction Act of 1992 (and the implementing regulations at 24 CFR 35), the Flood Disaster Protection Act, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (and implementing regulations at 49 CFR 24), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 11478, 12086, 12107, 12259, 12372, 12892, and 13279, and the U.S. Department of Housing and Urban Development's Notice CPD-14-012, issued July 28, 2014.

#### ARTICLE IV - ASSIGNMENTS

##### 4.1 Interest in Contract

Neither the *City* nor the *Sub-recipient* shall assign, sublet or transfer its interest in this Contract without the written consent of the other.

##### 4.2 Subcontracting

The *Sub-recipient* shall not subcontract all or any part of the work to be performed under the terms of this Contract without prior, written approval of the *City*. In the event that the *Sub-recipient* desires to engage the service of a subcontractor, it shall in writing, set forth the terms of that subcontract. The *Sub-recipient* shall be fully responsible to the *City* for all acts and omissions of his subcontractor(s) and of person(s) either directly or indirectly employed by him. The *Sub-recipient* shall insert in each subcontract appropriate provisions requiring compliance with the labor standard provisions of this Contract.

#### ARTICLE V - FINANCIAL MANAGEMENT

##### 5.1 Audit Requirements, Frequency of Audits, and Retention of Audit Funds

(A) If the *Sub-recipient* is in receipt of total federal funds equal to or in excess of \$750,000, it will have an audit performed in compliance with all other provisions of 2 C.F.R. Part 200 (Subpart F) (Non-Profits and State and Local Governments). The audit must comply in all respects with the generally accepted auditing standards of the American Institute of Certified Public Accountants, and the standards for financial and compliance audits contained in the standards for Audit of Governmental Organizations, Programs, Activities and Functions issued by the U. S. General Accounting Office. Three copies of each audit report shall be transmitted to the *City's* Finance Department. Federal funds may not be used to pay for an audit if the *Sub-recipient* receives less than \$750,000 in total federal funding, which audit may be required by the *City* in the *City's* discretion and in compliance with all applicable laws, rules and regulations.

(B) All audit reports are due on or before 120 days after the end of the *Sub-recipient's* fiscal year. Before the due date the *Sub-recipient* should submit an audit report, or a letter to the *City's* Finance Department: (1) giving the reason for non-compliance with the due date and (2) requesting an extension of time with a specific date the report will be submitted. The *City* will respond in writing to the sub-recipient within fifteen (15) calendar days to approve or disapprove the request.

(C) The *City* reserves the right to withhold all or part of the funds due a *Sub-recipient* if an audit report has not been received by the due date as described in 5.1 (B).

##### 5.2 Program Income

"Program Income" is defined as gross income received by the *Sub-recipient* directly generated from the use of Contract funds. When Program Income is generated by an activity that is only partially assisted with said funds, the income shall be prorated to reflect the percentage of said funds used. All Program Income shall be reported and submitted to the *City* no later than forty-five (45) days after the end of each quarter.

## ARTICLE VI - RESPONSIBILITIES OF THE CITY

### 6.1 Property of the City

Any data or material furnished by the *City* to the *Sub-recipient* shall remain the property of the *City*, and when no longer needed for performance of this Contract shall be returned to the *City*. Any data generated or collected by the grant is the property of the City of Richmond.

### 6.2 Funds Availability

The *City* shall be bound under this Contract to the extent that there are funds available to perform its obligations thereunder.

## ARTICLE VII - RESPONSIBILITIES OF SUBRECIPIENT

### 7.1 Compliance with Laws

The *Sub-recipient* shall comply with the provisions of all labor laws, the laws of the *City* of Richmond, the laws of the Commonwealth of Virginia and all Federal statutes and regulations, which may be applicable to the performance of this Contract. Compliance with these provisions shall be monitored by the Department of Finance and Department of Justice Services.

### 7.2 Advertising

The *Sub-recipient* cannot use an indication of services to the *City* for commercial or advertising purposes.

### 7.3 Employees

The *Sub-recipient* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *Sub-recipient* to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon resulting from the award or making of this Contract. For breach or violation of this warranty, the *City* shall have the right to annul or void this Contract with liability, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### 7.4 Eligible Activities

Refer to attached Item Plan

### 7.5 Prohibition of Substitution of Funds

The *Sub-recipient* shall not use amounts received pursuant to this Contract to replace other amounts made available or designated by State or local governments through appropriations for the purposes of this Contract.

### 7.6 Matching Funds

The *Sub-recipient* must match the Contract funds, except for leasing funds, with no less than 25 percent of in-kind contributions from other sources; provided, however, that cash match must be used for the costs of activities eligible under subpart D of 24 CFR part 578.73.

#### 7.7 Sub-recipient Certifications.

As required by 24 CFR section 578.23(c)(4), the *Sub-recipient* hereby certifies that:

- (A) *Sub-recipient* will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- (B) The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project.
- (C) *Sub-recipient* will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- (D) In the case of projects that provide housing or services to families, *Sub-recipient* will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.
- (E) The *Sub-recipient*, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- (F) *Sub-recipient* will provide information, such as data and reports, as required by HUD.

All language, regulatory references, and statutory references contained in the foregoing certifications will have the meaning ascribed to them in the context of 24 CFR part 578.

#### 7.8 Cooperation

The *Sub-recipient* agrees to cooperate and coordinate in providing assistance with the agencies of the relevant state and local governments responsible for services in the area for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

#### 7.9 Fee Prohibitions

The *Sub-recipient* agrees that no fee, except rent to the extent applicable, will be charged of any eligible person for any housing or services provided with Contract funds.

#### 7.10 Financial Records

In addition to any other record keeping and financial reporting requirements imposed by this Contract or by law, the *Sub-recipient* shall maintain and make available to HUD and the *City* for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received hereunder. *Sub-recipient* must establish and maintain standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with HUD requirements outlined in HUD Document Exhibit 13-8 regarding Financial Management of Supportive Housing grants and must establish and maintain sufficient records to enable HUD to determine whether the *Sub-recipient* is spending funds according to HUD's financial requirements.

### **ARTICLE VIII DOCUMENT AND RECORD-KEEPING**

#### 8.1 Record Requirements

The *Sub-recipient* shall maintain all records required by HUD to comply with the grants record keeping requirements as referenced in Federal Notice CPD-14-012 sections IV and V regarding recordkeeping. See Exhibit 4. Furthermore, the *Sub-recipient* shall maintain all documents and records required by the federal regulations specified in 24 CFR section 578.103, and that are pertinent to the activities to be funded under this Contract. Sufficient records must be maintained to enable the *City* and HUD to determine whether Continuum of Care requirements are being met. Such records shall include, but not be limited to:

- (A) Records to show compliance with the organizational conflict-of-interest requirements in section 578.95(c), the Continuum of Care board conflict-of-interest requirements in section 578.95(b), the other conflict requirements in section 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in section 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.
- (B) Documentation of compliance with the faith-based activities requirements under section 578.87(b).
- (C) Copies of marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in section 578.93(c).
- (D) Documentation of compliance with the federal requirements in section 578.99, as applicable.
- (E) Copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR part 84.
- (F) Other records specified by HUD.

## 8.2 Retention

Unless otherwise specified in 24 CFR part 578 or other applicable law, the *Sub-recipient* shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after such person has received final payment.

## 8.3 Client Data

The *Sub-recipient* agrees to maintain client data demonstrating client eligibility for services provided as required by CFR 578.53. Such data shall include, but not be limited to, client name, address, race, gender, head of household, household size, the number of persons applying for assistance, household income level, income limits applied and point in time when benefit was determined or other basis for determining eligibility, and description of services provided. Such information shall be made available to Contract monitors or their designee for review upon request.

## 8.4 Access to Records

The *Sub-recipient* agrees that the *City*, HUD, or any authorized representative of the *City* has access to and the right to examine all records, books, papers or documents related to the project. The *City* reserves the right, on demand and without notice, to review all of the *Sub-recipient's* files associated with this Contract where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any subcontractor of the *Sub-recipient*.

# ARTICLE IX – MONITORING

## 9.1 Financial Monitoring

The Department of Finance on behalf of the *City* shall monitor, review, and evaluate the financial procedures of the *Sub-recipient* through documents submitted to the *City* and on-site monitoring as per the regulations outlined in CFR 578.103. The *Sub-recipient* shall provide to the Richmond Department of Justice Services such reports, and make available to the Department such records that will be necessary for a proper financial evaluation. With reasonable notice (generally 10 working days) being given to the *Sub-recipient*, the Department of Finance shall schedule at least one on-site visit during the term of said Contract and other visits that may be needed. Reference is made also to Exhibit 5, Financial Management HUD Document.

9.2 Programmatic Monitoring

The Department of Social Services, on behalf of the *City* shall monitor, review, and evaluate the *Sub-recipient*. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally 10 working days) being given to the *Sub-recipient*, the Department of Social Services shall schedule at least one on-site visit and other visits that may be needed during the course of said Contract. At such times and in such forms as the *City* may require, there shall be furnished to the *City* such statements, records, data, and information as may be necessary.

9.3 Monitoring Letters and Reports

Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Social Services, shall furnish to the *Sub-recipient* a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

9.4 Sub-recipient Response

The *Sub-recipient* shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns.

**ARTICLE X - TERMINATION, CANCELLATION, SUSPENSION  
SANCTIONS, & CLOSE OUTS**

10.1 Termination, Cancellation, Suspension of Contract

Either party hereto upon delivery of at least thirty (30) days written notice to the other party by registered mail return receipt may terminate this contract. The *City* may also reduce the dollar amount of the Contract in the same manner. In accordance with the notice requirements herein described, the *City* may also terminate, cancel, or suspend this Contract, in whole or in part, for *Sub-recipient's* noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders.

10.2 Imposition of Sanctions

The *City* reserves the right to impose sanctions on the *Sub-recipient* for the violation of any terms of this Contract, failure to comply with the terms of the Item Plan, or undertaking the project in a timely manner.

### 10.3 Form of Sanctions

If the *City* elects to impose sanctions in accordance with 24 CFR section 578.107, or the Uniform Administrative Requirements of 2 CFR part 200, 24 CFR section 85.43, or other applicable provisions of law, such sanctions may include withholding any and all project funds, termination of the Contract, requiring the *Sub-recipient* to return funds already received, or barring the *Sub-recipient* from future funding.

### 10.4 Overall Validity of Contract

It is agreed that the illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of the Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clauses were not contained herein.

### 10.5 Close-out

(A) The *Sub-recipient's* obligation to the *City* shall not end until all close-out requirements are completed.

(B) Activities during the close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and receivable accounts to the *City*); and determining the custodianship of records.

## ARTICLE XI - TAXES

### 11.1 Payment of Taxes

The *City* shall not be liable for the payment of any taxes levied by the *City*, State or Federal Governments against the *Sub-recipient*, and all such taxes shall be paid by the *Sub-recipient*; however, should the *City* nevertheless pay any such taxes the *Sub-recipient* shall immediately reimburse the *City*.

## ARTICLE XII - INDEMNIFICATION

### 12.1 Indemnification

The *City* shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the *Sub-recipient*, its staff, or clientele. Pursuant to the terms and condition of this Contract the *Sub-recipient* agrees to defend, hold harmless, and indemnify the *City* from and against all claims and demands, whether for injuries to persons, or loss of life, or damage to property, arising out of the performance of services by the *Sub-recipient* under this Contract and shall defend at *Sub-recipient's* own expense any action brought against the *City*, or its agents or employees, as a result of the *Sub-recipient's* acts or omissions.

### 12.2 Insurance

(A) The *Sub-recipient* shall furnish the *City* a copy of the insurance certificate that protects him, her, or it under the Workmen's Compensation Act for claims for bodily injury, death, or property damage which may arise from the performance of his, her or its services under this Contract.

- (B) The *Sub-recipient* will provide a certificate of insurance coverage before approval of a contract. Said insurance shall come in the form of a commercial general liability policy, including contractual liability, issued by a company licensed to do business in the Commonwealth of Virginia. Said policy shall have limits of not less than \$1,000,000 covering bodily injury, property damage and personal injury. Premiums will be paid by the *Sub-recipient*. The policy will be kept in force during the terms of the Contract. The insurance policy shall contain a provision that it shall not be canceled or terminated or changed materially without forty-five (45) days written notice to the Director of Social Services. The *City* will be named an additional insured party on all insurance policies.
- (C) The *Sub-recipient* agrees to purchase necessary flood insurance, if a project is located in a special flood hazard area and the nature of the project requires such insurance.

### ARTICLE XIII - OTHER SUBRECIPIENT COMPLIANCE REQUIREMENTS

#### 13.1 Use of Article XIII

The information in this Article is included for the convenience of the *Sub-recipient* and to inform the *Sub-recipient* of the diverse statutory and regulatory requirements the acceptance of Contract funds to which the *sub-recipient* is or may be subject. The Subrecipient agrees to comply, except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578, with the uniform administrative requirements specified at 24 CFR part 84 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; 24 CFR 570.502 and 24 CFR 570.610, including; if the Subrecipient is a governmental entity, those portions of 2 CFR Part 200 superseding OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a governmental entity, those portions of 2 CFR Part 200 superseding OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; sections of OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profits" as set forth in 24 CFR 45, and sections of OMB Circular A-110 as specified in 24 CFR 570.502 (b). or the actual regulatory or statutory requirements the *Sub-recipient* should consult the actual laws, regulations, and documents referenced in the Article. Upon request, these materials shall be provided by the *City* to the *Sub-recipient*.

#### 13.2 Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 103; title 18 U.S.C., section 874; and Title 40 U.S.C., section 276c). The *Sub-recipient* shall comply with all applicable "Anti-Kickback" regulations, and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof.

#### 13.3 Building and Zoning Regulations and Permits

The *Sub-recipient* agrees to comply with all laws of the *City* of Richmond and Commonwealth of Virginia. In particular, the *Sub-recipient* shall comply with all applicable building and zoning



regulations. In addition, the *Sub-recipient* shall obtain all necessary permits for intended improvements or building activities.

#### 13.4 Conflict of Interest

The *Sub-recipient* hereby severally warrants that it will establish and adopt safeguards to prohibit board members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no board member, officer, or employee of the *Sub-recipient* who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Contract. There shall also be a clear separation of responsibility and authority between the *Sub-recipient's* board and staff. Paid staff shall not serve as voting members of the board. The *Sub-recipient* shall notify the *City* if a board member, officer, or employee of one sub-recipient serves on the board of another.

#### 13.5 Drug-Free Workplace

The *Sub-recipient* will provide a drug-free workplace by:

(A) Maintaining a Zero Tolerance Drug Policy consistent with the Zero Tolerance Policy of the *City*, adopted in 1995.

(B) Publishing a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the *Sub-recipient's* workplace and specifying the actions that will be taken against employees for violation of said prohibition.

(C) Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The *Sub-recipient's* policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(D) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by section (B).

(E) Notifying the employee in the statement required by section (B) that, as a condition of employment under the Contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(F) Notifying the *City* in writing, within ten calendar days, of any employee who is in violation of the Drug policy or convicted of drug use. Notice shall include the name of the employee and the identification number(s) of each affected project.

#### 13.6 Environmental Review

There shall not be any costs incurred or funds obligated until such time as an environmental review is completed by the *City* for each project. The *Sub-recipient* also agrees to comply with the following regulations insofar as they apply to the use of Contract funds:

- Clean Air Act, 42 U.S.C., 1857, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended;
- National Environmental Policy Act of 1969; and
- HUD Environmental Review Procedures (24 CFR Part 58).

### 13.7 Equal Employment Opportunity

The following provisions (A) and (B) are applicable to all contracts and subcontracts; provisions (C) through (G) are applicable to all non-exempt construction contracts and subcontracts that exceed \$10,000.

During the performance of this Contract, the *Sub-recipient* agrees to the following:

- (A) The *Sub-recipient* shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The *Sub-recipient* shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The *Sub-recipient* agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the *Sub-recipient* setting forth the provisions of this nondiscrimination clause.
- (B) The *Sub-recipient* will, in all solicitations or advertisements for employees placed by or on behalf of the *Sub-recipient*, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- (C) The *Sub-recipient* will send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice to be provided by the *Sub-recipient*, advising the said labor union or workers' representatives of the *Sub-recipient's* commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The *Sub-recipient* will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375, 12017, and 12086, copies of which are on file and available at the *City*, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The *Sub-recipient* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- (F) In the event of the *Sub-recipient's* noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the *Sub-recipient* may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of HUD, the Secretary of Labor, or as otherwise provided by law.
- (G) The *Sub-recipient* will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The *Sub-recipient* will take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a *Sub-recipient* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the *Sub-recipient* may request the United States to enter into such litigation to protect the interests of the United States.

#### 13.8 Equal Opportunity in Participation

The *Sub-recipient* will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 U.S.C. 2000d et seq.). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to the regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any funded project. The following are examples of what the *Sub-recipient* is prohibited from doing:

- (A) Deny any facilities, services, financial aid, or other benefits provided under the funded project;
- (B) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the funded project;
- (C) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the funded project;
- (D) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the funded project;
- (E) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the funded project;
- (F) Deny any person with the legal right to work an opportunity to participate in the funded project, as an employee.

### 13.9 Fair Housing

The *Sub-recipient* will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284, 42 U.S.C. 3601-20) as amended and will administer all funded projects related to housing and community development in a manner to affirmatively further fair housing.

### 13.10 Flood Disaster Protection

Use of any assistance provided under this Contract for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

The *Subrecipient* as required under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), may not use Federal funds for acquisition and construction purposes (including rehabilitation) in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- (A) The community in which the area is situated is participating in the National Flood Insurance Program (44 CFR part 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards; and
- (B) Where the community is participating in the National Flood Insurance Program, flood insurance protection, for the term and amount as prescribed in 42 U.S.C. 4012a(b)(1), is to be obtained as condition of the approval of financial assistance to the property owner.

### 13.11 Findings Confidential

Except as provided by law, all of the reports, information, data, and documentation prepared or assessed by the *Sub-recipient* under this Contract is confidential. The *Sub-recipient* agrees that the reports shall not be made available to any individual or organization without the prior written approval of the *City*.

### 13.12 Confidentiality

In addition to meeting the specific confidentiality and security requirements for HMIS data, the *Sub-recipient* must develop and implement written procedures to ensure:

- (A) All records containing protected identifying information of any individual or family who applies for or receives Continuum of Care assistance will be kept secure and confidential.
- (B) The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project.
- (C) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the *Sub-recipient* and consistent with State and local laws regarding privacy and obligations of confidentiality.

### 13.12 The Hatch Act

Neither the *Sub-recipient*, nor the funded project; nor the personnel employed in the administration of the project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

### 13.13 Lead-Based Paint

Projects funded under this contract shall be in accordance with the Lead Poisoning Prevention Act and the Residential Lead Based Paint Hazard Reduction Act of 1992 and implementing regulations at 24 CFR 35 (Leadsafe Housing Rule) Subparts A, B, J, K, and R and in accordance with applicable City and State lead based paint regulations, and the most recent City of Richmond Lead Based Paint Guidelines and Forms.

13.14 Labor Standards

The provisions of the Davis-Bacon Act (40 U.S.C 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

13.15 Lobbying Restrictions

The *Sub-recipient* certifies that, to the best of its knowledge and belief:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence a board member, officer or employee of the *Sub-recipient*, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative contract;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a board member, officer or employee of any Sub-recipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, loan, or cooperative contract, it will complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions: and it will require that the language of this paragraph L be included in the award documents for all sub-awards at all tiers (including subcontracts, and contracts under contracts, loans, and cooperative Contracts) and that all *Operating Agencies* shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States 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. See Office of Management and Budget, Circular A-122, Attachment B, paragraph 21 with revised C.(4) issued April 27, 1984 and May 27, 1987 and applicable provisions of 2 CFR part 200.

13.16 Property Management Standards and Requirements (Reversion of Assets)

All property purchased in compliance with this Contract using Contract funds shall remain under the control of the *Subrecipient* or authorized subcontractor as long as the *Subrecipient* and/or subcontractor is receiving federal funds or until said property is properly disposed of. Within 15 days subsequent to the termination of this Contract, the *Subrecipient* shall receive instructions from the *City* as to the standards and procedures governing ownership, use and disposition of all property in possession of the *Subrecipient* purchased with Contract funds. Upon the expiration of the Contract the *Subrecipient* shall transfer to the *City* any contract funds on hand and any accounts receivable, attributable to the use of contract funds. It shall include provisions designed to ensure that real property under the *Subrecipient's* control that was acquired or improved in whole or in part with Contract funds in excess of \$25,000 is either:

- (A) Used to meet one of the national objectives in 24 CFR Part 570.208 until five years after disposition and that property is disposed of in a manner that will assure if any changes are

made to property within five years of disposition it shall undergo Section 106 Review and comply with the Leadsafe Housing Rule (24 CFR 35); or

- (B) Disposed of in a manner that results in the *City* being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Contract funds for acquisition of, or improvements to the property. Following the reimbursement of the contract funds in accordance with this paragraph the property will no longer be subject to any CDBG requirements.

#### 13.17 Religious Organizations Providing Public Services

If the *Sub-recipient* is a religious organization, in addition to, and not in substitution for, other provisions of this Contract regarding the provision of public services with Contract funds, pursuant to Executive Order 13279 and amended by Notice CPD 04-10 the *Sub-recipient* shall:

- (A) represent to the *City* that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
- (B) agrees that, in connection with such public services:
  - (1) the *Sub-recipient* will not discriminate against any applicant for services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - (2) the *Sub-recipient* will not conduct religious instruction or counseling, or conduct religious worship. The *Sub-recipient* may still engage in inherently religious activities providing they are voluntary for participants in HUD funded activities and occur separately in time or location from HUD funded activities; and
  - (3) No rehabilitation or new construction shall take place on property owned by the religious organization with entitlement funds unless they allocate costs so that HUD funds are used only for eligible HUD activities. Additionally, HUD funds may not be used to acquire or improve sanctuaries, chapels, or any other room that faith-based entities receiving HUD funds use as their principal places of worship.

#### 13.17 Section 504 - Persons with Disabilities

The *Sub-recipient*, in the implementation of projects funded by this Contract and in all of its other operations, comply with all requirements of the Architectural Barriers Act of 1968, implemented by 24 CFR 40, Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the *City* from and against any and all liability for any noncompliance on the part of the *Sub-recipient*.

#### 13.18 Section 104 (d) - Relocation and Replacement Requirements

If the *Subrecipient* conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Contract funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Housing & Community Development Act of 1974, the implementing regulations at 49 CFR 24 and 24 CFR 570.606, and the "City of Richmond Section 104 (d) Residential Anti-displacement and Relocation Assistance Plan". The *Subrecipient* shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The *Subrecipient* hereby agrees to defend, to pay, and to indemnify the *City* from and against, any and all claims and liabilities for relocation benefits

or the provision of replacement dwelling units required by federal statutes and regulations in connection with projects undertaken pursuant to this Contract.

13.19 Section 106 - Historic Preservation Requirements

As applicable, the *Subrecipient* agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and the most recent Programmatic Memorandum of Agreement; insofar as they apply to the performance of this Contract. In general, this requires concurrence from the State Historic Preservation Officer for all acquisition, rehabilitation, new construction and demolition of properties that are fifty years old or older or that are included on a federal, state, or local historic property list, or that have been determined eligible for inclusion on such a list.

In the event that a previously unidentified archeological resource is discovered during ground disturbing activities, the *Subrecipient* shall immediately notify the *City*. All construction work involving subsurface disturbance will be halted in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur. The *City* will handle, in accordance with the programmatic agreement between the *City* and the State Historic Preservation Officer, all actions necessary to determine when construction work may continue.

13.20 Section 3 - Employment Opportunities for Area Residents

As applicable, the *Subrecipient* and any authorized subcontractor shall be subject to all applicable provisions of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), as amended in 1992, including but not limited to: Executive Order 11246 as amended by Executive Order 11375, 11478, 12086 and 12107, and Section 3 of the Housing and Community Development Act of 1974, Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects (HUD 24 CFR Part 135). These require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

When a *Subrecipient* utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 and the clause shall be inserted as a component part of any contract or subcontract.

The *Subrecipient* shall submit the Section 3 report at the end of the program year to assure compliance with this requirement.

13.21 Women-Owned Business Enterprises and Minority-Owned Business Enterprises

As applicable, if a *Subrecipient* solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the *Subrecipient* shall summarize what portion of the project was handled by a minority subcontractor. At the end of the project, the *Subrecipient* shall submit a summary of all payments made to the minority subcontractor(s). The *Subrecipient* shall submit all necessary forms at the end of the program year to assure compliance with this requirement.

## ARTICLE XIV NOTICES AND AUTHORIZATION

14.1 Notices

Notices there under to or on behalf of the *City* shall be given to or by the Director of Social Services, 900 East Marshall Street, Richmond, Virginia 23219.

14.2 Authorization to Enter Contract

The undersigned person signing as an officer on behalf of the *Sub-recipient*, a party to this Contract, hereby severally warrants and represents that said person has authority to enter into this Contract on behalf of said *Sub-recipient* and to bind the same to this Contract, and, further that said *Sub-*

*recipient* has authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Contract.

WHEREOF, the parties have executed this Contract and made same effective as of the day and year first written above.

**APPROVED:**

\_\_\_\_\_  
**Allison Bogandanovic**  
**Executive Director**  
**Virginia Supportive Housing**

\_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date**

\_\_\_\_\_  
**Shunda T. Giles**  
**Director**  
**Richmond Department of**  
**Social Services**

\_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date**

\_\_\_\_\_  
**Selena Cuffee-Glenn**  
**Chief Administrative Officer**  
**City of Richmond**

\_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date**

Approved As To Form

\_\_\_\_\_  
Kate D. O’Leary  
Deputy City Attorney



## **I. Scope of Work**

### **Work Scope and Deliverables:**

#### **Virginia Supportive Housing (VSH) agrees to:**

1. Manage and maintain Memorandums of Understanding with partnering agencies that are providing services to clients enrolled in the Shelter Plus Care (S+C) Program.
2. Coordinate and assist with the participant intake process.
3. Monitor and facilitate the relocation of program participants.
4. Conduct Housing Quality Standards (HQS) inspections at move-in, yearly recertification or as necessary.
5. Calculate rent amounts (for move-ins, income changes, changes in family composition, recertification, or change in rent amount).
6. Conduct re-certification of participant's eligibility for disability and income limits at least annually as required by the U.S. Department of Housing & Urban Development (HUD). Interim re-certifications will be conducted if there is a decrease in household income, changes in family composition, and/or initial move-in is more than 90 days after acceptance into the program.
7. Monitor status of participants and housing stability as well as collaborate with partner agency case managers and landlords as needed.
8. Assist with the closure and termination of cases when appropriate.
9. Manage and monitor monthly reporting of partnering agencies.
10. Assist Richmond Department of Social Services (RDSS) in completing all Annual Performance Reports (APRs).
11. Assist RDSS in completing renewal applications and presenting program and application information to the Greater Richmond Continuum of Care and its ranking committee.
12. Enter all necessary participant information into Homeless Management Information System (HMIS).
13. Conduct on-site monitoring visits for partnering agencies a minimum of once a year. VSH will submit copies of the monitoring reports to the RDSS within five (5) working days.
14. VSH will submit its annual audit report to RDSS within thirty (30) days of its

completion. VSH must comply with requests for site visits and program monitoring. VSH is responsible for ensuring the valid and timely submissions of all data and financial reporting as required by the RDSS as well as HUD.

15. VSH will invoice RDSS for eligible services by the 20<sup>th</sup> of each month (to include service provisions and client direct financial assistance). VSH will also submit documentation to support the required supportive services match to RDSS by the 20<sup>th</sup> of the month (the match expenditure submission will be reported one month preceding the actual invoicing).

**Richmond Department of Social Services will:**

1. Distribute all rental and administrative funds provided in the one-year renewal grants within the 12-month period. RDSS Finance Office will track all rental expenditures and fund disbursements. RDSS will not release grant funds to VSH until all submitted invoices have been determined appropriate and correctly calculated.
2. Provide VSH with 7% of the total grant to use for administrative costs related to administration of the housing portion of S+C, according to HUD regulations.
3. RDSS is responsible for signing all sub-recipients' service agreements between VSH and all service providers.
4. Review and sign the CoC renewal application.
5. Perform program monitoring of the clients' records as well as financial records on a semi-annual (6 months) basis.