

**MEMORANDUM OF UNDERSTANDING
UNDER THE CITY OF MCKINNEY, TEXAS**

AND

THE SAMARITAN INN

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the **CITY OF MCKINNEY, TEXAS**, a home rule municipal corporation ("City"), and **THE SAMARITAN INN** as non-profit corporation ("Agency"), acting by and through its duly authorized representative, on this the 15th day of June 2021.

WHEREAS, funds from the FY 2020 Continuum of Care Program Grant, issued by the U.S. Department of Housing and Urban Development (HUD)) have been allocated to utilize funds for Case Management Services under the City of McKinney Rapid Rehousing and Case Management Program; and

WHEREAS, the City has determined that it is in the best interests of the citizens of McKinney that the funds should be utilized for the purposes for which they were granted; and

WHEREAS, the City and Agency desire to enter into this Memorandum of Understanding (MOU) to set forth the terms and conditions by which such Grant funds will be expended; and

WHEREAS, the City finds that expending public funds for the Grant purposes stated above is a valid public purpose.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the MOU, the parties hereto agree as follows:

SECTION I

Consideration

In consideration of Agency performing the services as set forth in Section II, below, City shall administer and make available Continuum of Care (CoC) grant funds in an amount not to exceed \$55,000. The Agency will provide \$ 20,000 in in-kind resources.

SECTION II

Permitted Uses of Funds; Conditions of Use

Agency shall use any and all funds furnished by City under this MOU for the purposes set forth in Exhibit "A" and for no other purpose. Exhibit "A" is attached to this MOU and is fully incorporated by reference.

Agency agrees the expenditure of the funds shall be completed on or before **September 30, 2022**. Any Grant funds remaining with Agency which are not expended or encumbered before said date shall be returned to City.

If, during the term of this MOU, Agency wishes to utilize funds for purposes other than stated above, such change will be allowed only if the proposed change is not in violation of Continuum of Care (CoC) Regulations or City policies. Such change may be allowed only after written approval by the City Manager and approval by Agency's Board, as evidenced by the official minutes of the board authorizing the change. No expenditure of funds in conformance with the proposed change is permitted until written approval is received from the City Manager.

Agency agrees to the General Conditions of the Grant as set forth in the attachment entitled "General Conditions of MOU," which is made a part of this MOU and is incorporated herein as Exhibit "B".

SECTION III

Disbursement of Funds

Agency understands and agrees that no funds shall be advanced by City and that Grant Funds shall be provided on a reimbursement basis upon proof of an eligible expenditure. Agency is required to first immediately pay the amount of the expense, bill or invoice to the appropriate billing entity. Agency shall submit a request to City's Housing and Community Development Manager or designee, for reimbursement of expenses, bills or invoices for purchase of eligible items under this MOU.

The Administrator or designee shall review all such expenses, bills or invoices and shall authorize payment if they document eligible expenditures for purposes authorized by this MOU. Expenses incurred after the termination date of this MOU, as indicated by date of expense, invoice or bill, may not be reimbursed under this MOU and City shall assume no liability for their payment.

Agency shall be solely responsible for funds expended contrary to the terms and conditions of this MOU.

SECTION IV

Monitoring

The City may perform monitoring of Agency, not limited to remote or on-site review as a condition of this MOU. If the monitoring reveals deficiencies in the Agency's performance, City shall prepare a written report identifying the deficiencies and establishing a time frame for correcting the deficiencies, including potential fund repayment, if applicable. Failure to correct deficiencies may result in termination of this MOU as set forth in Section X, below.

SECTION V

Record Retention

Records must be accurate, complete and orderly. Agency shall maintain accurate records of all project activities, correspondence, project expenses, statistical records, accounting records and all other pertinent supporting source documentation, which justify all expenditures made pursuant to this MOU, in accordance with the requirements of 2 CFR Part 200 and applicable laws, regulations or notices under the CoC. All income qualification information, all original books of entry, all canceled checks and any other financial records shall be retained by Agency for not less than five (5) years from the City fiscal year in which grant funds were last expended, per HUD requirements.

Participant eligibility documentation must be maintained for 5 years after the end date of the last grant period under which the participant was served.

The retention period begins on the date of the submission of the City's reporting to the SAGE system, in which the activities assisted under the MOU are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until the completion of the actions or resolutions of all issues, or the expiration of the four-year period, whichever occurs later.

All accounting procedures, records, and reports shall be available for inspection or made available for inspection to a duly authorized representative of the City of McKinney or the U.S. Department of Housing and Urban Development (HUD), which is the direct CoC funding resource.

SECTION VI

Independent Contractor

It is understood that City enters into this MOU with Agency for the purposes enumerated in Section II herein, and it is understood that Agency is an independent contractor. Nothing herein shall be construed to constitute Agency as an agent, employee, or representative of the City or as expressing any intention of Agency to enter into a joint venture with City.

SECTION VII

Affidavit of No Prohibited Interest

Agency acknowledges and represents that Agency is aware of the laws related to prohibited interests found in state law, the City Charter and the City Code of Ordinances. Agency acknowledges and is aware that the existence of a prohibited interest at any time during the term or any extension of this MOU will render the MOU voidable. At the time of execution of this MOU, a duly authorized representative of the Agency shall execute the Affidavit of No Prohibited Interest attached to this MOU as Exhibit "C" and fully incorporated by reference.

SECTION VIII

Insurance Requirements; Hold Harmless; Indemnification

1. Insurance. Agency agrees to maintain during the term of this MOU, or any extension thereof, insurance in the types and amounts as shown in Exhibit "D", which is attached to this MOU and fully incorporated by reference. Such insurance shall be evidenced by certificates of insurance, a copy of which shall be provided to the Housing & Community Development Manager or designee, within ten (10) days of execution of this MOU. Insurance provided by Agency is subject to approval by City.
2. Hold Harmless and Indemnity. Agency shall release, defend, indemnify and hold harmless the City, its officers, elected officials, employees, volunteers, agents and insurers from and against any and all claims, actions, charges, suits and judgments (including court costs and reasonable

attorney fees) whatsoever that in any way arise out of Agency, or any other third parties for whom the Agency is responsible, performance or nonperformance of the services or work called for in this MOU.

SECTION IX

Term

The term of this MOU shall begin on June 15, 2021 and shall end September 30, 2022. At the expiration of this MOU, Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this MOU, including but not limited to the submission of a final report to the City and HUD requirements within the reporting terms, as required.

SECTION X

Termination of MOU

This MOU may be terminated or suspended for reason by either party, upon thirty (30) days written notice to the other party at their address as indicated in paragraph 5 of this MOU. The City may suspend or terminate this MOU in accordance with 2 CFR 200. The City or Agency may reserve the right to terminate the MOU for convenience in whole or in part, in accordance with 2 CFR 200.343 or city policy.

In the event the MOU is terminated, the City will require said Agency shall return all funds in its possession for which eligible expenses have not been incurred prior to the date of notification.

Miscellaneous

1. Entire MOU/Amendment. This MOU and its attachments embody the entire MOU between the parties and may only be modified in writing and if executed by both parties.
2. Binding on Agency. The undersigned represents and warrants that he or she is the authorized representative of Agency and that this MOU has been approved and accepted by the Board of Directors (or equivalent) of Agency.
3. Binding on the City of McKinney. This MOU shall not be considered fully executed or binding on the City of McKinney until it shall have been executed by Agency and the City Manager or his designee and approved and accepted by the City Council of the City of McKinney in open meeting as required by law.
4. Bankruptcy or Insolvency. If Agency (i) becomes insolvent, (ii) files a petition in bankruptcy or similar proceedings, or (iii) is adjudged bankrupt, Agency shall not make any other eligible expenditures prior to giving written notice to City of such bankruptcy or insolvency. Agency and City shall cooperate to ensure that grant funds and grant recipients are in no way jeopardized as a result of such bankruptcy or insolvency and may terminate this MOU without 30 days written notice for such protection.

5. Notice. Notice as required by this MOU shall be in writing delivered to the parties as follows:

CITY	AGENCY
Janay Tieken, Manager Housing & Community Development City of McKinney, Texas 222 N. Tennessee Street P.O. Box 517 McKinney, TX 75070 Telephone: 972-547-7578	Rick Crocker, CEO The Samaritan Inn 1514 North McDonald Street McKinney, Texas 75071 Telephone: 972-542-5302

6. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this MOU.
7. Contract Interpretation. Although this MOU is drafted by the City, should any part be in dispute, the parties agree that the MOU shall not be construed more favorably for either party.
8. Venue. In the event of breach of this MOU, this MOU shall be governed by the laws of the State of Texas and exclusive venue for all causes of action shall be instituted and maintained in Collin County, Texas.

SECTION XI

Revision of Assets

Upon expiration or termination of this MOU, Agency shall transfer to the City (1) any CoC funds on hand at the time of expiration or termination and (2) accounts receivable attributable to the use of funds.

SECTION XII

Non-Assignment

Agency shall not assign or otherwise transfer any of Agency's obligations or duties under this MOU without first obtaining written consent from the City Council or City Manager, as appropriate.

SECTION XIII

Conflict of Interest

Agency is subject to state and federal Conflict of Interest Requirements.

State Requirements: Agency covenants and agrees that AGENCY and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this MOU. All activities, investigations

and other efforts made by AGENCY pursuant to this MOU will be conducted by employees, associates, or subcontractors of said AGENCY. In addition, AGENCY shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission (“Commission”) at the time AGENCY submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The AGENCY must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the AGENCY must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

Federal Requirements: Agency is held accountable, as listed under “EXHIBIT A.”

IN WITNESS WHEREOF, the parties have executed this MOU by signing below.

CITY OF MCKINNEY, TEXAS

BY: _____
Paul G. Grimes
CITY MANAGER

ATTEST:

By: _____

Empress Drane
CITY SECRETARY
Joshua Stevenson
DEPUTY CITY
SECRETARY

APPROVED AS TO FORM:

Mark Houser
CITY ATTORNEY

Samaritan Inn

BY: _____

Rick Crocker
CEO

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by **PAUL G. GRIMES**, City Manager of the **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by **RICK CROCKER, CEO of the Samaritan Inn**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT “A”
PROGRAM SUMMARY, REQUIREMENTS AND PERMITTED USES OF FUNDS

Scope of Work Items

Activity

Agency, The Samaritan Inn, will be responsible for Case Management Services. The agency will also be referred to interchangeably as “Subrecipient,” with regard to this funding, supported through the U.S. Department of Housing and Urban Development (HUD). The agency agrees to provide information to support subrecipient documentation, including its Tax I.D. Number, DUNS/CCR number as required by HUD and the City of McKinney.

The Subrecipient must be in good standing at the federal, state and local levels. In addition, agencies must:

- Must be registered in <https://sam.gov/SAM/> during the award period and thereafter under the record retention period.
- Submit all required 990s to the IRS and Single Audits, per 2 CFR 200, Subpart F- Audit Requirements to the Federal Clearing House at the end of its fiscal year.
- Organizations must submit reports and other required documentation timely
- Ensure there are no Conflicts of Interest, per HUD requirements

As the Subrecipient is acting on behalf of the city, the awarded organization will be required to assist the City in demonstrating accurate program benefit for the project activities implemented. Subrecipient will agree to work diligently toward the objectives outlined in the Continuum of Care (CoC) approved plan. If it is determined that any of the objectives will not be completed within the identified timeframe, the Subrecipient must notify the Manager immediately. Failure to meet the objectives may result in incidents of non-performance and may have an adverse impact on the consideration of future grant submissions.

Program Summary

The Rapid Re-housing grant will allow participants to stabilize housing, while the Case Management activity under the Subrecipient, The Samaritan Inn, will connect participants to resources in the community that can enable them to build on their strengths and meet their basic needs. The program will provide housing for a minimum of 12 families, as well as assistance with utility and security deposits and moving expenses.

The Case Manager will work with the City to identify a suitable property and first resolve the housing issue. The participant will be screened for common barriers to housing, such as income, credit, eviction or criminal history. Individual plans will be enacted to overcome these barriers. There will be no expectations of certain behavioral or economic conditions that must be met before receiving housing. The Case Manager will focus on the strengths of the participants, be proactive and prepared to inform participants about resources available in the community; also will take the lead from the participant as to what services will be needed. As part of this process, the case manager will assess the client’s family and community support networks. Services will be changed as the person’s situation and capability change. Due to the very personalized nature of the case management services needed, the case manager’s caseload will consist of 12 – 15 families.

The case manager will establish a contract with the City regarding the expectations for individual participant contact and services. After one month, the case manager and participant will develop a “Life Plan” establishing goals and resources needed, as well as a schedule for transitioning off of housing support. The participant will have 30 full days to adjust to their new housing situation before goals are set. The participant’s “Life Plan” will focus on budgeting, end goals, with specific action steps to be met by the participant and the case manager.

Confidentiality

The Agency and the City will work together to provide performance data into the required HUD systems, including SAGE and HMIS. In addition to meeting the specific confidentiality and security requirements for HMIS data, the recipient and subrecipient will establish written procedures to ensure records containing program participant identifying information are kept secure and confidential, address or location of violence program site will not be made public, and the address location of any housing of a program participant will not be made public. (24 CFR Part 578.103(b))

The Agency will only be responsible for reporting data to the City. The City will enter data into required formats issued by HUD, including HMIS.

Program Terms

The terms below are used under the Program, frequently used terms related to the Continuum of Care program, in which the City and Agency should be familiar.

Continuum of Care (CoC) governing body means the local group of stakeholders organized to carry out the policy-setting and coordinating responsibilities required under the Continuum of Care program. In Collin County, this group is known as the Metro Dallas Homeless Alliance (MDHA) and subgroup, Collin County Homeless Coalition (CCHC).

Continuum of Care (CoC) program means the program funded by HUD under the Federal HEARTH Act to end homelessness, under the 2009 HEARTH Act, which created the CoC Program, by consolidating previously separate homeless programs, and how program rules changed with the adoption of this act.

Family per HUD regulations includes, but is not limited to, a group of persons residing together, regardless of actual or perceived sexual orientation, gender identity, or marital status. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. Any group of people that present together for assistance and identify themselves as a family, regardless of age or relationship or other factors, are considered to be a family and must be served together as such.

Family With Children means a household that includes at least one parent or guardian and one child under the age of 18, a pregnant woman, an individual in the process of securing legal custody of any person who has not attained the age of 18 years, an individual with a dependent child over the age of 18 who is mentally or physically disabled, or an individual who has actual custody of, and is responsible for, the care of a child.

Homeless Management Information System (HMIS) is the information system designated by the Continuum of Care governing body to comply with HUD’s data collection, management, and reporting standards. It is used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

Household means an individual or family receiving assistance as a single unit.

HUD is the US Department of Housing and Urban Development.

Program component means the particular project type as defined by HUD in the grant agreement under which a project is funded.

Uniform Administrative Requirements (2 CFR 200)

The Agency shall comply with the Uniform Administrative Requirements specified under HUD and COC Regulations, including, 24 CFR, Part 578. Said Agency also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR Part 200 and adopted by HUD at 2 CFR Part 2400.

Although 2 CFR Part 200 addresses many requirements, some of the items includes, but not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. The Agency is aware and acknowledges that 2 CFR Part 200 and 2 CFR Part 2400 are recent regulatory changes to the administrative requirements. The City and Agency are responsible, and the City will provide training.

Although this may change the administrative and general requirements set forth herein, the Agency will comply with guidance HUD and the City of McKinney requires, including updates during the grant MOU period. The Agency also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency also agrees to comply with the Requirements set forth in throughout the grant MOU, including which is attached hereto and made a part hereof by this reference.

Performance

The agency will be responsible for administering the awarded program case management activity in a manner satisfactory to the City in order to meet grant and compliance standards.

The Subrecipient will be required to demonstrate timeliness (productivity) which reflects a level of efficiency that the sub recipient undertakes in its funded activities. This is demonstrated through a strategy that includes objectives, inputs, activities, outputs and outcomes. The agency also is responsible to report the following information: numbers of persons served; if they are female head of household, and also provide race/ethnicity and other pertinent information as required on all activity reports. The Subrecipient shall be required to demonstrate outputs (the quantifiable products of the activity). These are typically measured in terms of the volume of work accomplished, such as the number of persons served. Outputs may also indicate the activity or program has been completed, but do not indicate whether or not the activity of program will result in the intended program impacts (outcomes).

Reports of performance shall be provided monthly to the city's Housing & Community Development Department during the reporting period. Subrecipient shall complete and submit the CoC Leveraged Funds report at the end of the program year with the Annual report, which indicates the final results of outcomes.

Performance - Monitoring

The city will monitor the agency's progress throughout the year, including the grant closeout for all funded COC projects. Tools used to track performance requirements will include data review under City and HUD systems, performance reports, timeliness tests, and annual monitoring. All files, records, documents, including financial statements and data, shall be made available for review to the City's Housing and Community Development Department, auditors, and, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the Program or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the agency's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor and it is Agency's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City and/or HUD to ensure compliance with this MOU and with all federal, state, and local laws and regulations.

This section shall survive termination of this MOU Agency shall monitor the progress of the Program covered by this MOU and shall submit appropriate reports to the City. The City shall monitor performance and financial and programmatic compliance as required The Agency shall allow desk or on-site monitoring of the Property and its programs as the City deems necessary and at any other time that may be required by HUD, with written notice, to determine compliance with regulations and this MOU. The Agency shall also furnish and cause each of its own subcontractors, if any and as applicable, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

Under this Exhibit and entire MOU, the agency's budget documents for program and funding sources will be subject to review and compliance requirements. Program budget will be attached to the MOU.

Reporting, subject to CoC 24 CFR Part 578.103(e)

In addition to reports outlined in MOU, the City must collect and report data on CoC Program funds in an Annual Performance Report (APR), as well as any additional reports required by HUD. The Agency (Subrecipient) will provide required reporting as determined by the City.

Subrecipient/Agency will provide client-level data through the Homeless Management Information System (HMIS), a local information tech system used to collect client data and data on the provision of housing and services to homeless individuals and families, and persons at risk of homelessness. The Metro Dallas Homeless Alliance (MDHA) manages the system.

Record Management - General Information

Subrecipient shall maintain all records required by 2 CFR Part 200 and program specific requirements pertinent to the COC Program. Such records include, but are not limited to:

- Records fully describing each activity undertaken, including location, its COC eligibility, the amount of COC funds budgeted, obligated, and expended for the activity.
- Records required to determine the eligibility of activities;
- Records documenting compliance with the fair housing and equal opportunity components of the COC program.

- Financial records required by 2 CFR 200;
- Records documenting compliance with all Fair Housing and Equal Opportunity regulations;
- Detailed records of the agencies organization, financial and administrative systems, and specific COC-funded program or activities.

NOTE: These descriptions are brief and only provide a summary of the records required by the agency to maintain.

Program Records

The program must adhere to requirements under 24 CFR 578.103(a)(3 through 17) and includes documentation items as follows:

Time Sheets - If your grant is intended to pay for staff salaries, time sheets and performance log must be kept for both hourly and salaried personnel. The time sheets must differentiate between actual hours worked and charged to COC, and hours not charged to COC on the same form. It must be signed by the employee, approved in writing by the supervisor and include dates of signature. Please note that time sheets must be maintained for salaried employees, as well as hourly employees. Time charged to COC should only include the amount of time spent with eligible residents, or the time spent administering a particular program directly funded or leveraged by COC. Time spent on other activities which are not directly related to COC funded activity, such as fundraising or agency administration, are not eligible for reimbursement.

Recipient (City) and subrecipient will maintain documentation relating to implementation and operations of CoC Program projects, to include:

a) *Homeless Status* – Documentation as defined, Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Finale Rule

b) *Reasonable Belief of Imminent Threat of Harm* – Documentation for people who moved to a different Continuum of Care (region) due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking under 24 CFR Part 578.51(c)(3).

c) *Annual Income* – Perform initial, and at least annually thereafter, a review of income for people receiving housing assistance where rent or occupancy charge is paid by the program participant. The annual income review will be performed in compliance with 24 CFR Parts 578.77

d) Calculating Occupancy Charges and Rent and 578.103(a)(6) - Annual Income, and will be entered in HMIS using the anniversary of the program entry date that is established “when the fiscal payment of rent begins (first date of Housing Assistance Payment)” regardless of the date when the actual income review was completed as long as this review was no sooner than 30 days prior to the anniversary date and no later than 30 days following the anniversary date. The supporting income documentation will be retained in the participant case file and may be uploaded into HMIS for agencies using electronic filing.

e) *Program Participant Records* – Documentation for each program participant receiving services, an annual assessment of services for those program participants that remain in the program for more than a year, and compliance with the termination of assistance requirements under 24 CFR 578.91.

f) *Housing Standards* - Documentation of compliance with the housing quality standards (HQS), to include inspection reports under 24 CFR 578.75(b).

g) *Services Provided* – Documentation of supportive services provided under the recipient or subrecipient’s program and the amounts spent on those services, to include the annual assessment of services for participants and that the service package offered to program participants was adjusted, as applicable.

h) *Match* – Records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73, to include the records of match provided by subrecipients, with exception to leasing funds, as applicable, with no less than 25 percent of funds or in-kind contributions from other sources. The record will show how the value placed on third party in-kind contributions was derived.

i) *Conflicts of Interest* – Documentation to show compliance with organizational conflict-of-interest requirements.

j) *Homeless Participation* – Documentation to show compliance with the homeless participation requirements.

k) *Faith-based Activities* – Documentation to show compliance with the faith-based requirements under 24 CFR 578.87(b), as applicable.

l) *Fair Housing and Equal Opportunity* – To affirmatively further fair housing (AFFH), the City and Subrecipient will maintain marketing, outreach and other materials used to inform eligible persons of the program to document compliance with the program requirements under 24 CFR 578.93(c).

m) *Applicability of Other Federal Requirements* – Documentation in support of compliance with 24 CFR 578.99, as applicable. www.fsrs.gov

n) *Subrecipients And Contractors* – The City will retain copies of all solicitations from and agreements with subrecipients, records of payment requests and payments, and documentation of monitoring findings with corrective actions and sanctions of subrecipients, as applicable.
Other Records Specified by HUD - Other documentation defined in 24 CFR 578.103(a)(17).

Record Retention (24 CFR Part 578.103(c))

All records pertaining to CoC Program funds must be retained for the greater of 5 years from grant close-out.

Access to Records (24 CFR Part 578.103(d))

All records are subject to Federal and public rights as outlined in this rule. Notwithstanding the confidentiality procedures, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the CoC Program grant audits, examinations, excerpts, and transcripts.

Policy and Procedures

The Agency shall have establishment of program policies and practices that are consistent with, and DO NOT restrict, the exercise rights provided by *Subtitle B of Title VII of the Act* and other

laws relating to provision of educational and related services to individuals and families experiencing homelessness

- Where families are involved, the subrecipient must designate a staff person responsible for ensuring children served are enrolled in school and connected to appropriate services in the community.

Financial Management

Monitoring of CoC Programs that will involve the City and the Agency will include internal controls to include program requirements under 24 CFR Part 578 and:

a) Documentation demonstrating compliance with the Single Audit Act and OMB Circular 2 CFR 200. All non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the 2 CFR 200.501 *Audit Requirement* and the OMB Circular Compliance Supplement and Government Auditing Standards. <http://harvester.census.gov/fac>

b) Compliance with the Federal Procurement Management Review under the Federal Suspension and Debarment. www.gsa.gov or <http://www.gsaiq.gov/index.cfm/suspension-and-debarment-listed-by-state/>

Eligibility

Persons and households receiving assistance through this MOU must meet the criteria will be subject to income verification and documentation. All files must have an income certification and other required forms of documentation to ensure that CoC funds were applied and that income limits have been met.

Reimbursement Requests

The grant MOU is under cost reimbursement, in which disbursement of funds may be requested only for program eligible, necessary, reasonable and allowable funds as described in the approved CoC submission and budget, attached as Exhibit "F" and for which the Agency has made payment. The distribution of funds will not exceed ("grant funds") as listed in the MOU to the Agency on a reimbursement of expenses basis from the City. Eligible expenditures must be incurred and reimbursed during the period of **June 15, 2020 through September 30, 2022**.

Reimbursement requests will be processed by the City upon submission and approval of documented expenditures, in a satisfactory manner following receipt of the program documents in this order:

- Copy of Request for reimbursement on the Subrecipient's Letterhead (with P.O. Number and Project Number)
- CoC Request for Payment Form (with P.O. and P.S. numbers) *
- Supporting source documentation per award (i.e. timesheets, invoices, program lists, etc.)
- Proof of payment indicated agency has paid the expenditure – **prior to reimbursement request**
- Monthly activity report that includes client data and other requirements

* Assigned purchase number and project codes must be listed on letterhead and payment form. *(This will be provided separately to the agency).*

Monitoring under Subrecipient Management

Under regulation, 2 CFR 200.330, the City will be responsible for making a case-by-case determination of whether the entity is receiving the funds in role of a subcontractor or contractor and the evaluation of the subrecipient's risk of noncompliance with Federal statutes, regulations, and terms of conditions of the subaward for purposes of determining the appropriate level of monitoring.

Procurement

If applicable under this MOU, goods and Services must be procured in an effective manner and in compliance with Federal, State and local laws. Federal grants, including CoC, are covered 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards for the grant period under this MOU. All purchases made with grant funding will comply with the terms and conditions of the grant, as well as the specific city procedures regarding all purchases. The Subrecipient will source documentation section for requirements and be responsible for following procurement requirements.

Agency will also ensure procurement is a planned part of internal control placement including, written procedures for the overall organization, and for the purchase of goods and services under the compliance period of the grant. General requirements for controls will include:

- 1) *Maintenance of Separation of Duties.* The person(s) delegated to order goods and services should be different from person receiving and accepting the goods and services; and also separate from the person paying for the order;
- 2) *Training.* Agency will ensure attendance of both program and financial staff at trainings for knowledge and performance of requirements;
- 3) *Record Keeping.* Agency will ensure to follow policies and procedures under this grant MOU, in addition to its own written policies. Original records will be made available and accessible for audit or other reviews as required;
- 4) *Competition.* Agency will ensure fair and reasonable competitive opportunities per Federal, Local and State Requirements; and
- 5) *Code of Ethics and Conflict of Interest.* Subrecipient will uphold Code of Ethics and Conflict of Interest requirements, referenced under the overall MOU, Exhibit "B", and Exhibit "C".

Undocumented purchases, expenditures cannot be charged to the grant. The Subrecipient will comply with all Federal and local code of ethics and Conflict of Interest requirements.

Change of Address or Key Program/Financial Staff

Subrecipient must notify the City in writing within thirty (30) days of any major change that may impact the agency and its COC funding. Notifications may include but not limited to: Change of Address; Change to Program/Financial Staff (including CEO/Executive Director); Change to Agency Name, Program Design or other key impacts that may involve the Subrecipient with new acquisitions, mergers or dissolution.

Notices required by this MOU shall be in writing and delivered via mail, commercial courier, personal delivery or other electronic means. No facsimile may be accepted.

All written notices shall be addressed to:

Housing & Community Development Department
Janay Tieken, Manager
City of McKinney
Housing & Community Development Department
222 N. Tennessee Street, P.O Box 517
McKinney, TX 75070
jtieken@mckinneytexas.org

EXHIBIT "B" GENERAL CONDITIONS

The Agency agrees to the following general conditions:

1. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of McKinney. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City.
2. **AUDIT REQUIREMENTS:** Requirements incorporated into requirements under OMB Subpart F of 2 CFR 200 (formerly A-133). A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
3. (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
4. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 relative to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
5. **Agency must provide the Administrator one (1) copy of each audit of Agency's financial records, which may be performed between the effective date of this MOU.**
6. The Agency agrees to the on-site inspection of its facilities and/or programs by the City.
7. Improper use of funds awarded in the Grant may result in the termination of the Grant, forfeiture of any outstanding Grant award and/or recovery of previous payments.
8. Programs, activities, employment opportunities, etc. funded totally or partially by the City of McKinney must be made available to all people regardless of race, color, religion, gender, age, national origin, handicap, or political affiliation. Agency shall make known that use of facilities funded under this MOU is available to all on a nondiscriminatory basis. No person shall, on the grounds of race, color, national origin, age, gender, religion, familial status or handicap status, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination in any of the operations of Agency. Agency must also

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 handicap.

9. The Agency agrees to comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of McKinney.
10. The Agency shall comply with all Federal, State, and Local conflict of interest laws, statutes, and regulations, and said laws shall apply to all parties and beneficiaries under this MOU, as well as to all officers, employees, and agents of City.
11. None of the funds, materials, property, or services provided directly or indirectly under this MOU shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of McKinney, or any other political body.
12. The City shall have the right to review any and all contracts to be let by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
13. This MOU may be modified, changed, or adjusted only with the approval of City Manager.
14. **Conflict of Interest.** The Agency hereby severally warrants that it will establish and adopt safeguards to prohibit 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. Agency will abide by city, state and federal requirements.
15. Agency shall administer, a policy designed to ensure that its facilities are free from the illegal use, possession or distribution of drugs or alcohol.
16. Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, unspent cash advances, program income balances, and receivable accounts to City), and determining the custodianship of records.

a. Accounting Standards

Agency agrees to comply Generally Acceptable Accounting Practices (GAAP-US). Agency agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

Agency shall administer its program in conformance with OMB Circular 2 CFR 200, for all costs incurred whether charged on a direct or indirect basis.

17. The Agency agrees that funds provided under this contract will be executed accordance with the Federal regulations specified. An organization that participates in the CoC program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious beliefs and may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this part. If any organization conducts such activities, they must be offered separately, in time or location, from the programs funded by COC. Participation must be voluntary for the beneficiaries of the HUD-funded programs.
18. In the event that the U.S. Department of Housing and Urban Development shall determine that funds expended by Agency under this MOU have been spent in violation of federal regulations, and that an amount equal to said funds shall be reimbursed to the U.S. Treasury, Agency shall be solely responsible for said reimbursement.
19. It will be the responsibility of the Agency to participate in all appropriate training conducted by the City of McKinney as it pertains to this MOU. The City shall provide timely notice of all training activities.
20. As applicable, if an Agency is receiving any federal funding in the amount of \$25,000 or more will be under the requirements of the Federal Funding Accountability and Transparency Act (FFATA), as of January 1, 2009. The City of McKinney will report awards within 30 days of receipt of award, to the appropriate federal entities, for assurance in meeting federal accountability compliance requirements.
21. Subrecipient (Agency) and any contractor, supplier, vendor or any third part hired by Agency to complete the Project are not agents of the City. Any provision of this MOU that may appear to give the City any right to direct the Agency concerning the details of the obligations under this MOU, or to exercise any control over such obligations, shall mean only that the Agency shall follow the direction of the City concerning the end result of the obligations.
22. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 110603; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
23. **Equal Opportunity and Nondiscrimination**
The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced. The applicable non-discrimination provision in Section 109 of the HCDA is still applicable.
24. **Section 504**
The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City of McKinney shall provide the Subrecipient with

any guidelines necessary for compliance with that portion of the regulations in force during the term of this MOU.

25. **Women and Minority-Owned Businesses (W/MBE)**

For procurement, Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this MOU, as applicable. As used in this MOU, the term “minority and female business enterprise” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are those minority groups established and recognized by the HUD. Subrecipient may rely on written representations by the vendor/business regarding their status as minority and female business enterprise in lieu of an independent investigation.

26. **Equal Employment Opportunity and Affirmative Action Statement**

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

27. **Employment Restrictions, Prohibited Activity**

The Subrecipient is prohibited from using CoC funds provided herein, or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

28. **Freedom of Information Act**

This program may be subject to the Freedom of Information Act. City and Subrecipient (Agency) will protect the confidentiality of information contained herein to the extent permitted by law. Client financial information will be kept confidential to the extent permitted by law.

29. **Monitoring**

Agency to be subject to subrecipient monitoring to ensure that 1) subawards are used for authorized purposes in compliance with Federal statutes, regulations and terms and conditions of the MOU, and (2) performance goals are achieved at completion of program activity. Monitoring under regulation 2 CFR Part 200 requires both the city and subrecipients to establish and maintain effective internal controls. Monitoring is conducted through remote monitoring (monthly review of reports, expenditures, ongoing communication, and technical assistance), annual risk assessments, and onsite review monitoring.

30. **SAM**

Agency and City agree to maintain current registration in the Federal System for Award Management (“SAM”) database, <https://sam.gov/SAM/> formally known as the Central Contractor Registration under 2 CFR 176.50, and provide the City with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is required for registration in SAM.

31. **Faith-Based Activities**

Agency shall comply with Executive Order 13279, 24 CFR §5.109 (Equal Participation of Religious Organizations in HUD Programs and Activities), Executive Order 13559. Essentially, these regulations provide for the following:

(a) Equal treatment of program participants and program beneficiaries.

(1) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CoC program or HUD programs. Decisions about Federal financial assistance to recipient organization will be free of political interference and shall be based on merit and will not discriminate against an organization on the basis of the organization's religious character, affiliation or lack thereof, an organization.

(b) Separation of Explicitly Religious Activities. Per 24 CFR 5.109(d), Organizations that are directly funded under the CoC program or other HUD programs, may not engage in "explicitly religious activities", such as worship, religious instruction, or proselytization, as part of the programs or services funded. Other examples of explicitly religious activities include devotional exercises, production or dissemination of devotional guides or other religious materials or counseling in which counselors introduce religious content. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

(c) Preservation of Religious Identity. A religious organization that is a recipient or subrecipient of CoC program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CoC funds to support any explicitly religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CoC-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a COC-funded religious organization retains authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. Organizations will not be subjected to regulation or monitoring that would create excessive entanglement between the city and faith-based entity.

(d) Beneficiaries. An organization that participates in the CoC program shall not in providing program assistance, discriminate against a program beneficiary or a prospective program beneficiary, on the basis of religion or religious belief. Beneficiaries must receive written notice of Beneficiary Rights before enrollment in a program or activity supported by direct Federal financial assistance - at the earliest available opportunity- as required per 24 CFR 5.109. If the beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider where there is no objection.

32.

Drug Free Workplace

The Agency will provide a drug-free workplace. Agency will comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. Agency shall complete and comply with the "*Certification Regarding Drug-Free Workplace Requirements*" attached hereto and made a part hereof by this reference. Agency shall ensure that the provisions of the clauses in the Exhibit are included in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. Agency will complete this certification and a copy shall be kept in the files of each of the parties of this MOU.

EXHIBIT "C"
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this MOU, an interest that violates Section 166 of the City Charter and/or the City's Code of Ethics.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this MOU will render the MOU voidable.

THE SAMARITAN INN

RICK CROCKER
CEO

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public, State of Texas

**EXHIBIT “D”
INSURANCE REQUIREMENTS**

- A. Before commencing work or executing a program funded in full or in part with the Continuum of Care funds (CoC), the vendor (Agency/Subrecipient) shall at its own expense procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The Agency shall furnish to the City of McKinney certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions.

Certificate shall reference the name, “**City of McKinney Rapid Rehousing and Case Management Program FY 19**” and MUST be addressed as follows:

City of McKinney
Risk Management
c/o Housing & Community Development Department
P.O. Box 517
222 N. Tennessee Street
McKinney, TX 75070

Before the grant MOU is fully executed by the agency, awarded agencies must submit the ACORD to the following grant contact by email for compliance: Camille Smith, Community Services Coordinator, csmith@mckinneytexas.org

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per-occurrence, \$500,000 Products/Completed Operations Aggregate and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 2. Business Automobile Liability Insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.
- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
1. The City of McKinney, its officials, employees, officers, volunteers, boards and commissions shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 2. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days’ notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

EXHIBIT "E"

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

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative MOU, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative MOU.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative MOU, the undersigned shall complete and submit federal 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 MOUs) and that all subrecipients 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 31 United States Code § 1352. 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.

By:

Signature

Printed Name

Title

Agency/Subrecipient

Date Signed: _____

Exhibit “F” Budget

The Samaritan Inn

- In consideration of Agency performing the services as set forth in Section II, below, City shall administer and make available Continuum of Care (CoC) grant funds in an amount not to exceed \$ 55,000 for Case Manager salary and benefits.
- The Agency will also provide \$ 20,000 under in-kind resources and donations (Match).

Exhibit “G” Internal Controls

Subrecipient shall operate the awarded activity of Case Management Services funded through the City’s Continuum of Care program to the following applicable guidelines:

1. If applicable: Any equipment, furnishings, and any other usable item purchased with the City’s CoC Program contribution to Subrecipient for use in the Program shall be kept on an inventory and shall be made available to the City’s Housing & Community Development Department for disposition upon termination of the City’s CoC assistance and records retention review of the Subrecipient.
2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the City of McKinney and U.S. Department of Housing and Urban Development (HUD) – Continuum of Care (CoC) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles in accordance with 2 CFR Part 200.
3. Subrecipient’s accounting records must adequately identify the receipt and expenditure of all CoC funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved. Cash receipts and expenditures from other sources must be accounted for separately from CoC funds; therefore, if Subrecipient maintains a common account for both CoC and other funds, the accounting system must provide for the clear and easy identification of CoC funds.
4. Accounting and related records of Subrecipient shall comprise the following as a minimum:
 - a. Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
 - b. Books of Original Entry: Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts: Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records: A separate personnel file shall be maintained for each CoC Program employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Records: Attendance records (individual time sheets) shall be maintained for all personnel paid with CoC funds that are involved in operating the Subrecipient Program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.
 - f. Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee’s name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the budget submitted. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing & Community Development Department.

- g. Checking Accounts: A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes, either manual or electronic copies.
 - h. Purchasing Practices: As applicable, practices shall be at the very least in accordance with required practices. Local purchasing practices and other procedures (City) shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Subrecipient is obligated to conform as well to practices and procedures. It is recommended that Subrecipient use a formal pre-numbered purchase order system where possible and applicable. If a bidding procedure is not used, Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
 - i. Inventories: Subrecipient, as are all CoC program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CoC funds.
 - j. Property Records: If applicable - Subrecipient is required to maintain formal subsidiary records to control all CoC program property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient, should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the Program site, shall be readily accessible to the City staff, U.S. Department of Housing and Urban Development officials and others who may be authorized to examine such records. Subrecipient is required to submit a statement in writing, 30 days after the execution of this contract, indicating measures taken or planned to be taken (including dates) with regard to adequate protection of records from fire. Failure to do so may constitute a default of this MOU resulting in disciplines as determined.

Exhibit “H” Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the City of McKinney and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

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

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE

**FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
UNDER THE SAMARITAN INN (SUBRECIPIENT)**

Program Name: PY2020 – City of McKinney Re-Rehousing and Case Management Services

Grant: Case Management Services

Date: June 15, 2021 through September 30, 2022

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Loan covered by the certification:

Place of Performance : 1514 North McDonald Street, McKinney, TX 75071

ATTEST:

THE SAMARITAN INN

Date

RICK CROCKER, CEO

ATTESTATION

I, **RICK CROCKER** of sound mind and at least eighteen (18) years of age. My position is **CEO** of **THE SAMARITAN INN**, I am familiar with the activities of **THE SAMARITAN INN** including its status as a non-profit corporation. I do hereby affirm to the best of my knowledge that **THE SAMARITAN INN** currently valid as a Texas non-profit corporation and has not had nor in the reasonably foreseeable future is likely to have its status as a Texas non-profit corporation revoked.

THE SAMARITAN INN

RICK CROCKER
CEO

THE SAMARITAN INN

RICK CROCKER
CEO

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public, State of Texas