



WASHOE COUNTY

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Grants Mgt. GE

STAFF REPORT

BOARD MEETING DATE: October 27, 2015

DATE: September 14, 2015
TO: Board of County Commissioners
FROM: Amber Howell, Director of Social Services
(775) 785-8600 ahowell@washoecounty.us
THROUGH: Kevin Schiller, Assistant County Manager
SUBJECT: **Accept a Continuum of Care Grant Agreement Renewal from the United States Department of Housing and Urban Development (HUD) for the Shelter Plus Care Program in the amount of \$113,171 (maximum of \$52,896 County match required) retroactive to August 1, 2015 through July 31, 2016; once the Grant Agreement is fully executed, authorize a Subgrant agreement for Continuum of Care services between Washoe County and Volunteers of America-Greater Sacramento and Northern Nevada, Inc., in an amount not to exceed \$166,067, approve resolution necessary for same; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts)**

SUMMARY

The Department received a Continuum of Care Grant Agreement Renewal from the United States Department of Housing and Urban Development (HUD) to provide housing and supportive services to homeless individuals in our community. The Department will provide these services through a Subgrant to Volunteers of America. This grant is being accepted retroactively as the agreement was received by the Department in mid-August.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

On October 28, 2014, the Board accepted the 2013 Continuum of Care Grant in the amount of \$112,787 (up to \$52,704 County match) retroactive the September 1, 2014 through August 31, 2015.

November 12, 2013, the Board approved the 2012 Continuum of Care Grant in the amount of \$116,690 for housing costs and up to \$27,264 in County match for supportive services.

AGENDA ITEM # 9

BACKGROUND

This is the second grant renewal from HUD for Continuum of Care Program. This HUD grant supports the housing costs (rent and utilities) and Washoe County provides matching funds for supportive services (case management, substance abuse and mental health counseling, and independent living skills) necessary to assist individuals to maintain their housing.

Under this program, also known as Shelter Plus Care, rental assistance is provided through a subgrant with the non-profit homeless services organization Volunteers of America (VOA). VOA acts as the housing coordinator and provides case management and supportive services necessary to help the individual maintain their housing. Grant funds are used to provide for rental assistance for scattered-site housing; County matching funds are used to provide supportive services.

GRANT AWARD SUMMARY

Project/Program Name: FY 2014 Continuum of Care - SPC

Scope of the Project: This program provides housing and supportive services for up to 16 chronically homeless/homeless individuals.

Benefit to Washoe County Residents: Providing housing and supportive services to chronically homeless individuals helps to stabilize them and reduce the dependency on emergency community resources.

On-Going Program Support: It is expected that this grant will be renewed each year by HUD. Washoe County Social Services already provides services to individuals in the homeless shelter and would continue to provide case management support (though not tenant-based rental assistance) for these individuals should the grant fail to be renewed or could no longer be funded by HUD.

Award Amount: \$113,171

Grant Period: August 1, 2015 to July 31, 2016

Funding Source: U.S. Department of Housing and Urban Development

Pass through From: n/a

CFDA Number: 14.267

Grant ID Number: NV0044L9T011405

Match Amount and Type: A minimum of \$28,292 to a maximum of \$52,896 County match is required.

Indirect Cost Rate (applicable to the award):

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at ___ %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

Special Terms & Conditions: None.

Sub-Awards and Contracts: Once the Grant Agreement is fully executed, funds will be subgranted to: Volunteers of America – Greater Sacramento and Northern Nevada (VOA)
335 Record Street, Suite 155 Reno, NV 89512

FISCAL IMPACT

The Department anticipated this award and included funding in the adopted FY16 budget in internal order 11215. An adjustment is required to transfer this authority to the new internal order and align the budget with the actual amount of the award. Should the board authorize acceptance of this grant award, the Department's FY16 adopted budget will be increase in both revenues and expenditures in the following accounts:

IO# 11268	431100	Federal Grants	\$13,171
IO# 11268	710119	Subrecipient Payments	\$13,171

Sufficient funding exists in the adopted FY16 budget of Adult Social Services Indigent Assistance cost center 179300 for the required match; internal order 60223 will be utilized to track match expenses.

RECOMMENDATION

Accept a Continuum of Care Grant Agreement Renewal from the United States Department of Housing and Urban Development (HUD) for the Shelter Plus Care Program in the amount of \$113,171 (maximum of \$52,896 County match required) retroactive to August 1, 2015 through July 31, 2016; once the Grant Agreement is fully executed, authorize a Subgrant agreement for Continuum of Care services between Washoe County and Volunteers of America-Greater Sacramento and Northern Nevada, Inc., in an amount not to exceed \$166,067, approve resolution necessary for same; and direct the Comptroller's Office to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "move to accept a Continuum of Care Grant Agreement Renewal from the United States Department of Housing and Urban Development (HUD) for the Shelter Plus Care Program in the amount of \$113,171 (maximum of \$52,896 County match required) retroactive to August 1, 2015 through July 31, 2016; once the Grant Agreement is fully executed, authorize a Subgrant agreement for Continuum of Care services between Washoe County and Volunteers of America-Greater Sacramento and Northern Nevada, Inc., in an amount not to exceed \$166,067, approve resolution necessary for same; and direct the Comptroller's Office to make the appropriate budget adjustments".

Tax ID Number: 88-6000138
Original CoC Grant Number: NV0044L9T011203
CoC Program Grant Number: NV0044L9T011405
DUNS Number: 073786998

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 08-01-2015 to 07-31-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$113171 for project number NV0044L9T011405. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 105792
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. HMIS	\$ 0
j. Administration	\$ 7379

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

Maria Cremer, Director

(Typed Name and Title)

(Date)

RECIPIENT

Washoe County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

RESOLUTION ON SUBGRANT OF
Continuum of Care Program Grant

WHEREAS, Washoe County through its Social Services Department been awarded the 2014 Continuum of Care Program Grant Agreement from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development in the amount of \$113,171.00 in support of rental assistance and supportive services to qualified residents; and

WHEREAS, grant program requirements stipulate the County must match grant funds utilized for housing assistance with no less than twenty-five percent (25%) of funds or in-kind contributions from other sources for supportive services, the County will fund up to fifty percent (50%) to ensure successful outcomes; and

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County desires to pass through these grant funds and grant assurances, the conditions and limitations upon the grant and the maximum amount to be expended from the grant are set forth in the Subgrant Agreement, for the amounts and uses stated below.

THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners hereby grants to the nonprofit organization listed below and for the uses shown below, finding that said amount and uses will provide a substantial benefit to the inhabitants of Washoe County.

Volunteers of America of Greater Sacramento and Northern Nevada, Inc.

Rental assistance maximum	\$105,792.00	
Supportive services maximum	\$ 52,896.00	
Administrative expenses maximum	\$ 7,379.00	
TOTAL REIMBURSEMENT NOT TO EXCEED:		\$166,067

ADOPTED this 27th day of October, 2015.

Chair, Washoe County Commission

ATTEST:

Washoe County Clerk

SUBGRANT AGREEMENT FOR CONTINUUM OF CARE SERVICES

THIS SUBGRANT AGREEMENT is made effective August 1, 2015, by and between Washoe County, a political subdivision of the State of Nevada ("County" or "Grantee"), and Volunteers of America, Greater Sacramento and Northern Nevada, Inc., a Nevada nonprofit corporation having a business address located at 335 Record Street, #155, Reno NV 89512 ("Sub-Grantee").

WITNESSETH:

WHEREAS, the Grantee, has grant funds received from the U.S. Department of Housing and Urban Development, Continuum of Care Program CFDA #14.267 (Grant ID# NV0044L9T011405) in the amount of \$113,171, that will provide for housing assistance to chronically homeless individuals who are in need of permanent supportive housing; and

WHEREAS, the Board of Commissioners of Washoe County has determined that County funds shall be provided as matching funds to the Continuum of Care housing grant dollars and these funds shall be used to provide for supportive services to chronically homeless individuals who are in need of permanent supportive housing; and

WHEREAS, the Washoe County Continuum of Care Program outlined in this Agreement has been designated by the Grantee as consistent with the Consolidated Plan objectives of Washoe County, City of Reno, and the City of Sparks for the development of housing, community and economic needs and resources, strategies and priorities to produce a viable community in the Truckee Meadows. Furthermore, the Grantee has determined that Volunteers of America, Greater Sacramento and Northern Nevada, Inc. will attempt to meet program measurable outcomes, as defined in this Agreement, related to the designated service delivery category; and

WHEREAS, the Sub-Grantee's legal status is as a recognized IRS 501(c) 3 nonprofit corporation, the Sub-Grantee's current and active DUNS number is 166026653, the Sub-Grantee is in good standing in its state of formation, and the Sub-Grantee agrees to provide the Grantee with a certificate of good standing as a condition concurrent to this Agreement; and

WHEREAS, in consideration of receipt of this funding, the Sub-Grantee agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. The Grantee Staff: Grantee Staff consists of those persons working for Washoe County who are designated to administer the Continuum of Care Grant as identified below.
- b. Sub-Grantee: The Sub-Grantee is the designated individual(s) of the Sub-Grantee who will be responsible for the administration of the program and communications with the Grantee Staff.

- c. Program Measurable Outcomes: The program measurable outcomes are the mutually agreed to by the Grantee and the Sub-Grantee as outlined within the Agreement.
- d. The terms “Grant”, Sub-Grant” or “Grant Funds” mean funds for housing assistance that, are provided under this agreement.
- e. The term “Application” means the application submission the basis of which the grant was approved by HUD. However, in the event of any conflict between the Application and any provision contained herein, this Agreement shall control.
- f. State and Federal Accounting Laws Guidebook: The various State and Federal Accounting Laws have been compiled in a guidebook which is incorporated by reference into this Agreement. It is primarily for use by Sub-Grantee accountants. Sub-Grantee represents that it shall utilize this guidebook.

2. NOTICES

Communications and details concerning this Agreement shall be directed to the following representatives:

FEDERAL AGENCY	GRANTEE	SUB-GRANTEE
US Dept of H.U.D.	Washoe County	VOA of Greater Sacramento and Northern Nevada
David M. Uhler	Grants Coordinator	Leo McFarland, Executive Director
CPD Representative	P.O. Box 11130	335 Record Street, #155
1 North Central Avenue	Reno, Nevada 89520	Reno, NV 89512
Pheonix, AZ 85004	785-8600	324-2622 ext. 101 Fax 324-0446
602-379-7174	Fax 785-5640	

3. PROJECT DESCRIPTION AND SCOPE OF WORK

PROGRAM: Washoe County Continuum of Care

The Washoe County Continuum of Care program will provide permanent supportive housing to sixteen chronically homeless individuals in Washoe County. The program shall provide scattered site rental assistance and supportive services to eligible individuals in accordance with 24 CFR 578 – Continuum of Care Program. The sub-Grantee will coordinate the placement of clients using the centralized intake/coordinated assessment system that identifies those clients most vulnerable in the community using the housing first evidence-based practice model.

REPORTS:

Monthly Program and Billing Reports: Program and billing reports are to be submitted by the 25th of the month for services provided in the prior month.

Annual Progress Report (APR): The final monthly program and billing report and the annual progress report are to be submitted no later than 45 days following the final month of the grant period.

Failure to submit timely reports may affect future funding to the organization.

4. PROGRAM MEASURABLE OUTCOMES

The Sub-Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by Grantee Staff, the following program measurable outcomes:

MEASURABLE OUTCOME #1:

Sub-Grantee will utilize the community Homeless Management Information System (HMIS) to maintain data and to provide case management and service coordination for one-hundred percent (100%) of participants in the Washoe County Continuum of Care Program.

TRACKING MECHANISM:

Sub-Grantee will utilize the community Homeless Management Information System to document client usage records per activity with respect to each of the measurable outcomes set forth below, on a quarterly basis during the period of this Agreement. These records shall contain all elements required by the Department of Housing and Urban Development Data and Technical Standards set forth in the Federal Register July of 2003 and any subsequent updates.

MEASURABLE OUTCOME #2:

At least 80% of participants will increase self-sufficiency through an increase in personal income from employment or demonstrated access to mainstream resources, including but not limited to: Social Security, Social Security Disability (SSD), Social Security Income (SSI), Medicaid, and Medicare.

TRACKING MECHANISM:

The Annual Progress Report for Supportive Housing Program Continuum of Care.

MEASURABLE OUTCOME #3:

At least 80% of participants will maintain their housing for a minimum of 7 months.

TRACKING MECHANISM:

The Annual Progress Report for Supportive Housing Program Continuum of Care.

5. MONITORING AND ACCESS TO RECORDS

Sub-Grantee shall allow duly authorized representatives of County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- a. Whether the objectives of the program are being achieved;
- b. Whether the program is being conducted in an efficient and effective manner;
- c. Whether management control systems and internal procedures have been established to meet the objectives of the program;
- d. Whether financial operations of the program are being conducted properly;
- e. Compliance with provisions of Federal and State laws and regulations, and this Agreement.

County will monitor Sub-Grantee activities to ensure that the Federal dollars are used for authorized purposes in compliance with the Federal program laws, regulations, and grant agreements, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- a. Reporting: Reviewing financial and performance reports submitted by Sub-Grantee.
- b. Site Visits: Performing visits to Sub-Grantee offices or program sites to review financial records, programmatic records, and observe operations.
- c. Regular Contact: Regular contacts with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County program administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of Sub-Grantee, which are pertinent to the grant, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of four years from the time of grant close-out notice.

6. PROCEDURAL REQUIREMENTS

- a. The Grantee Staff will monitor and evaluate the performance of the Sub-Grantee annually against each of the program measurable outcomes as listed herein.
- b. Substandard performance as determined by Grantee Staff will constitute non-compliance with this Agreement. Sub-Grantees will be notified of substandard performance by Grantee Staff and given a reasonable period of time to cure the deficiency.

If action to correct such substandard performance is not taken by the Sub-Grantee within the time specified by Grantee Staff, suspension or termination procedures will be initiated.

If the first request for reimbursement is not submitted prior to the end of the first quarter of the grant period, this Agreement will become null and void unless the Sub-Grantee has received approval from the Grantee Staff in advance. This provision is in addition to and not in substitution of the grounds for Agreement termination set forth in Section 10 below.

- c. Program measurable outcomes may be administratively modified by Grantee Staff as necessary to comply with HUD evaluation guidelines for the Continuum of Care program performance. Sub-Grantee may also request changes to program measurable outcomes upon providing sufficient justification that changes are necessary. Determination of whether to accept modification of the program outcomes is to be made solely by Grantee.

7. TERM

This Agreement is in effect from August 1, 2015 to July 31, 2016.

8. COMPENSATION

With compliance to the requirements in this Agreement, the Sub-Grantee may be paid up to the dollar amounts outlined in the following budget requirements:

PROGRAM: Washoe County Continuum of Care

Federal Funds - Housing Assistance	\$ 105,792
Federal Funds - Administration	\$ 7,379
Washoe County Funds - Supportive Services	\$ 52,896
TOTAL COST AMOUNT:	\$ 166,067

Supportive services costs and the types of supportive services for which the funding may be used is limited to assistance with moving costs, case management, food, housing/search and counseling services, life skills, outreach services, transportation, and utility deposits (if not included in rental/lease agreement).

No indirect costs are included in the Federal award, or the sub-grant award.

Form of financial backup Sub-Grantee will provide:

- Monthly Reports detailing housing costs and supportive services for which the Sub-Grantee is seeking reimbursement.
- Sub-Grantee agrees that all costs of any activity receiving or distribution of funds pursuant to this Agreement, shall be recorded by budget line items and be verified by supporting documentation such as checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing and identifying in detail the nature and basis of the respective charges.
- All records, including but not limited to checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the receipt or distribution of any funds pursuant to this Agreement shall be thoroughly identified, documented and readily accessible to Washoe County.
- Sub-Grantee agrees that excerpts or transcripts of all documentation including but not limited to checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the receipt or distribution of any funds pursuant to this agreement shall be provided upon request to Washoe County.

9. METHOD OF PAYMENT

Reimbursement of Expenses: Reimbursement will be paid after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement.

10. GENERAL TERMS AND CONDITIONS

- a. **Required Reports/Audits.** The Sub-Grantee agrees to file monthly reports. Sub-Grantee agrees to provide all data necessary for the development and submission of quarter program reports and the Annual Progress Report (APR) for the Washoe County Continuum of Care program, and to provide the data in the format determined by the Grantee.

An annual audit covering the grant year(s) in this Agreement must be submitted to the Grantee within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices and Office of Management and Budget (OMB) rules pertaining to federal grant funds.

- b. **Required Project Record Keeping and Bookkeeping.** The Sub-Grantee agrees to provide for bookkeeping and client record-keeping on a program basis using generally accepted bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Agreement. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the Grantee Staff. Specific client records, including names, shall be available to the Grantee Staff upon request.
- c. **Closeout.** Closeout consists of the timely submission of all required reports and adjustments for amounts due the Sub-Grantee. Closeout of a subgrant does not automatically cancel any requirements for program reporting accountability, record retention, or financial accountability. Following closeout, the Sub-Grantee remains obligated to return funds due as a result of corrections or other transactions, and the grantee may recover amounts based on the results of an audit covering any part of the period of Sub-grant support. All close out reports are due within 45 days of the end of the term of the Sub-grant.
- d. **Personal Property.** All personal property purchased by the Sub-Grantee using grant funds received pursuant to this Agreement must receive prior written approval by the Grantee. Such property shall become the property of the Sub-Grantee unless otherwise provided in writing by the Grantee.
- e. **Purchase of Equipment and Supplies.** The Sub-Grantee shall only acquire or purchase equipment, supplies or services where the estimated cost is more than \$10,000 after requesting bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$25,000, requests for bids must be submitted to three or more persons capable of performing the contract, if available. No lead-based paint is to be purchased or used on any project.

- f. **Lobbying.** The Sub-Grantee agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Sub-Grantee who derives income from their program activities as a result of service provided through the usage of grant funds must identify to the Grantee Staff, upon request, the amount of this income on a timely basis, and must expend all income in a manner consistent with the rules and regulations that govern the Grant Funds.
- h. **Disposition of Program Income.** At the end of the program, Grantee may require remittance of all or part of any program income balances (including investments thereof) held by the Sub-Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs).
- i. **Insurance and Indemnification.** Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to ensure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. Insurance, indemnification and hold harmless requirements are established in Exhibit A, attached to this Agreement.
- j. **Legal Actions Against Sub-Grantee.** If any legal action is filed against the Sub-Grantee, the Sub-Grantee shall immediately notify Grantee staff. Sub-Grantee will not use any funds or resources which are provided by Grantee under this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation.
- k. **Assignment of Agreement.** It is agreed by and between the parties that neither this Agreement nor any part of it may be assigned by the Sub-Grantee, and that in the event that the Sub-Grantee does so assign, the Grantee Staff may, at their option, terminate this Agreement and be relieved of further obligation to the Sub-Grantee.
- l. **Federal Procurement Eligibility.** The Sub-Grantee certifies that a non-federal entity, the Sub-Grantee and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- m. **Grounds for Reduction of Compensation or Termination of the Agreement.** The Grantee Staff reserves the right to terminate this Agreement or to reduce the Agreement compensation amount upon written notification to the Sub-Grantee that any one or more of the following has occurred:

- (1) Failure of the Sub-Grantee to submit reports per the timeframes in paragraph three;
- (2) Failure of the Sub-Grantee to meet 70% of the Agreement's program measurable outcomes and/or expend 50% of all grant funds by the end of the third quarter of the fiscal year;
- (3) Failure of the Sub-Grantee to meet any standards specified in this Agreement;
- (4) Expenditures under this Agreement for ineligible activities, services, or items;
- (5) Failure to comply with written notice from Grantee Staff of substandard performance in scope of services under the terms of this Agreement;
- (6) Failure of the Sub-Grantee to comply with the State and Federal Accounting Laws;
- (7) Sub-Grantee employees, officers or its designees or agents using their 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;
- (8) Where applicable, notification by HUD to the Grantee Staff that said programs are ineligible because of services provided, location of services provided, or that the programs funded with the Continuum of Care Program are not deemed to be related to the Consolidated Plan;
- (9) Failure of the Grantee or the Sub-Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the Grantee to completely carry out the programs provided in this Agreement;
- (10) Where applicable, written notification from HUD to the Grantee Staff that the program funds made available to the Grantee are being curtailed, withdrawn, or otherwise restricted and Grantee's subsequent notification to Sub-Grantee of same;
- (12) Notification by the Grantee staff that the Grantee has failed to appropriate or budget funds for the purposes specified in this Agreement, or that the Grantee has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes as specified in this Agreement;
- (13) In the event Grantee fails to appropriate or budget funds for the purposes as specified in this Agreement; or