

**VIRGINIA PENINSULA
VIRGINIA HOMELESSNESS SOLUTION GRANT
PARTNERSHIP AGREEMENT**

This Partnership Agreement is made by and between the Hampton Department of Social Services (HDSS) sub-grantee and Transitions (VHSP Partner) for the period beginning July 1, 2016 and ending June 30, 2017. VHSP is designated money for communities to provide emergency shelter, homelessness prevention, rapid re-Housing and associated services. VHSP funding is authorized by the Virginia Department of Housing and Community Development.

I. Scope of Services

The Partner has been allocated up to \$36,875.00 in Emergency Shelter funds from the award granted to the HDSS for the grant period ending June 30, 2017. These funds are distributed as described in Section IV, B and C. Funding provided through this grant must be used to carry out activities as specified in the revised DHCD VHSP Guidelines dated July 1, 2016 and any subsequent amendments to the guidelines. Sub-grantee and VHSP Partners must adhere to the DHCD approved budget and all specified cost category limits as outlined in the VHSP Guidelines.

II. Service Area

Partners are required to provide assistance to any eligible program participant regardless of locality.

III. Agreement Term

This Partnership Agreement shall remain in effect from July 1, 2016 until June 30, 2017. The award allocation covers the entire agreement term. Partners will be monitored frequently for compliance and rate of expenditure. Sub-grantees expending less than 50 percent of the grant award at the end of 7 months (January 31, 2017) are at risk of having a portion or all of their remaining reward recaptured, therefore **VHSP Partners are required to spend at least 50% of their jurisdictional allocation by January 31, 2017.**

HDSS reserves the right to recapture funds because of insufficient performance at any point during the contract term. Either party shall have the right to cancel this agreement for any reason with a 30-day written notice.

IV. Conditions

A. Service Provision

VHSP Partners are required to provide VHSP assistance based on DHCD and the GVPHC VHSP policy and procedures manual. VHSP must not replace any other available subsidy and should only be used when no other option is available. Partners are responsible for coordination of VHSP activities with the sub-grantee, other VHSP/GVPHC partners and

mainstream resources. To the extent practical, Sub-grantee and Partners must assure non-duplication of services with other VHSP sub-grantees and grantees.

Partners are required to submit and maintain VHSP program information on the state "211" information and referral system.

B. Disbursement of Funds

Funds will be disbursed through quarterly reimbursements by sub-grantee. Partners must submit bi-monthly documentation of expended funds. Documentation must be submitted by the first day of the month prior to the DHCD's request for reimbursement schedule. Documentation must be submitted electronically on the approved DHCD form. Partners must retain documentation related to expenditures and make all such documentation available to HDSS, DHCD and/or HUD upon request. HDSS and DHCD will require copies of documentation be submitted periodically throughout the term of the contract.

Requests for Reimbursement must be made in accordance with the DHCD and HDSS requirements. Partners must request approval from HDSS for budget changes (within cost category limitations).

C. Reallocation

HDSS reserves the right to de-obligate and reallocate funds at any point during the contract term.

D. Reporting and Data Collection

Partners must have all data complete and meeting quality standards by the first of the month to ensure that HDSS is able to meet deadlines to DHCD.

The VHSP Partner is required to ensure that all client level data is entered in HMIS and provide data quality assurances. Through the execution of this contract, the Partner certifies the following HMIS minimum standards:

- Acknowledgement that HMIS is a requirement for the VHSP program;
- HMIS must have the updated VHSP data elements;
- Ensure that all VHSP program participants and all VHSP program participant data will be entered in HMIS in accordance to HMIS policies and best practices.
- Acknowledgement that a program participant may decline to participate and have no personally identifying information entered into HMIS and that non-identifying data may be entered according to VHSP policy;
- Partner understands that HMIS data is confidential and that unauthorized disclosure is a violation of HMIS policy, agency policy and applicable state and federal laws;
- Partner will adhere to the data quality standards provided by DHCD; and

- Partner will adhere to the submission of required data based on the timelines provided.
- Partners must attend all required HMIS subcommittee meetings.

E. Accounting

Partners must adhere to standard financial accounting practices. Partners shall establish and maintain separate accounts within its existing accounting system or establish accounts independently. All costs charged to the Grant shall be supported by properly executed payrolls, time records, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible and separate and distinct from all other such documents. Such documentation shall reside at the office of the Sub-grantee or partner. Partners are responsible for the accuracy and completeness of their required documentation.

F. Maintenance of Records

Records shall be readily accessible to the HDSS, the Commonwealth of Virginia, appropriate federal agencies and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before the expiration of the five year period the records shall be retained until such action is resolved. Partner staff and records must be available for on-site monitoring by HDSS, DHCD and appropriate state and federal agencies at any time.

G. Compliance

Partners with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. Partners must be members in good standing of the GVPHC and participate in required program monitoring committee meetings. Partners are required to repay any findings to the State that are associated with their organization/agency.

H. Liability

The Partner shall hold harmless the HDSS, Commonwealth of Virginia, DHCD, its agents and employees from any and all claims and demands based upon or arising out of any action by the Partner, its employees, agents or contractors.

I. Termination, Suspension, Conditions

If through any cause, the Partner fails to comply with the terms, conditions or requirements of the contract documents, HDSS may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date termination or suspension at least five days prior to such action.

In the case of contract violation by the Partner, DHCD may request that all or some of the grant funds be returned, even if the Partner has expended the funds. The Partner agrees to return such funds as requested by HDSS or DHCD within 30 days of the written request.

J. Subsequent Contracts

The Partners may not sub-contract any VHSP funds.

K. Default

A default is any unapproved use of grant funds. Upon due notice to the Partner of the occurrence of any such default and the provision of a reasonable opportunity to respond, HDSS or DHCD may take one or more of the following actions:

- (1) direct the Partner to submit progress schedules for completing approved activities;
- (2) issue a letter advising the Partner of the default, establishing a date by which corrective actions must be completed and putting the Partner on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (3) direct the Partner to suspend, discontinue or not incur costs for the affected activity;
- (4) require the Partner to reimburse HDSS for costs inappropriately charged to the program;
- (5) other appropriate action including , but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by HDSS in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Partner default.

L. Conflict of Interest

With respect to the use of VHSP funds to procure services, equipment, supplies or other property, Partners that are units of general local government shall comply with 24 CFR 85.36(b)(3), and nonprofit Partners shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of VHSP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

