



AUSTIN HOUSING FINANCE CORPORATION (AHFC)
MINOR HOME REPAIR PROGRAM (MHRP)
PROGRAM GUIDELINES

CONTENTS:

I. PURPOSE	2
II. DEFINITIONS	2
III. FUNDING SOURCE	4
IV. PROGRAM ELIGIBILITY	4
V. PROGRAM SERVICES	7
VI. APPLICATION PROCESS	9
VII. PROGRAM OPERATIONS	12
VIII. CONSTRUCTION	12
IX. REPORTING AND RECORD KEEPING	15
X. ADDITIONAL REQUIREMENTS	15
XI. GRIEVANCES	17

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
MINOR HOME REPAIR PROGRAM (MHRP)
PROGRAM GUIDELINES**

I. PURPOSE

The purpose of the Minor Home Repair Program (MHRP), herein referred to as the Program, is to provide grant funds to enable healthy, safe, affordable, and sustainable housing to owner occupied homes located in the City of Austin. Services provided under the program are designed to alleviate actual risk to life, health, or safety for eligible homeowners and their families. The program seeks to preserve the existing housing stock and improved the quality of life for low-income homeowners, thereby allowing them to remain in their homes.

Eligible income is at or below 80 percent of Median Family Income (MFI) based upon the United States Department of Housing and Urban Development (HUD) income limits published annually. All services are provided at no cost to qualified families. Repairs are limited to the housing unit that is a part of the structure and permanently affixed and listed in the Program guidelines.

AHFC AND SUBRECIPIENT RESPONSIBILITIES UNDER THE PROGRAM:

The Program is under the administration of the Austin Housing Finance Corporation (AHFC) and the AHFC Treasurer. The AHFC Treasurer’s authority includes, but is not limited to, the following:

- establishing program guidelines, processes and procedures, and criteria for the development, implementation, and operation of the Program;
- establishing financial assistance limits based upon available funding; and
- making the final determination in an appeal under the Grievance Procedure.

Program Subrecipients are responsible for:

- administering and managing the day-to-day activities of the Program;
- ensuring compliance with these Program Guidelines, including developing and maintaining all required files, documents, and required reports; and
- complying with all applicable federal, state and/or local laws, regulations, and ordinances.

The Housing and Planning Department (HPD) receives federal Community Development Block Grant (CDBG) program funds provided by HUD. The Program is under the jurisdiction of the City of Austin and shall operate under the applicable federal provisions of 24 CFR Part 570. Should a conflict arise between the rules of HPD/AHFC or the Program and the federal fund source, the federal fund source interpretation shall govern.

II. DEFINITIONS

AHFC	Austin Housing Finance Corporation
APPLICANT	An individual requesting Program assistance by submitting a completed and online application
CFR	Code of Federal Regulations

CITY	City of Austin, Travis County, Texas
CITY COUNCIL	Austin City Council
CLIENT	An applicant that has been approved and/or received assistance
CONFLICT OF INTEREST	No person described in the guidelines who exercises or has exercised any functions or responsibilities with respect to Program 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 an assisted activity, or have an interest in any contract, subcontract or agreement or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of HPD or its contractors or subcontractors.
CONSTRUCTION MANAGER	Subrecipient staff in charge of Construction
CONSTRUCTION COORDINATOR	Subrecipient staff in charge of inspection of the Project
CONTRACTOR	Individual or company contracted to perform the work of the Project on the property.
COSMETIC OR GENERAL PROPERTY IMPROVEMENT	Repairs of Property solely to improve its appearance
DEEMED ELIGIBLE	All applicants that submit a completed application will be considered eligible for assistance unless the application does not adhere to program guidelines.
DIRECTOR	Director of Housing and Planning Department
DO	Delivery Order
FUND SOURCE	The source of funds used to provide financial assistance to an Applicant
GUIDELINES	A document that outlines the requirements of a program
HOMESTEAD	Real Property as defined under Section 41.002 of the Texas Property Code and designated as homestead Property pursuant to Section 41.005 of the Texas Property Code
HUD	U. S. Department of Housing and Urban Development
MFI	Median Family Income for the Austin Metropolitan Statistical Area as determined by HUD, as amended
HPD	Housing and Planning Department
PROGRAM	Minor Home Repair Program (MHRP)
PROGRAM DELIVERY	the cost to deliver the program services by the subrecipient
PROJECT	the work to be done under an approved application under the Program to provide repairs to an applicant's property
PROPERTY	the Real Property, including the Improvements, which is owned by the Applicant and for which application for assistance, is made under the Program

PROGRAM MANAGER	HPD Manager that oversees the program
SERVICE PROVIDER	Subrecipient awarded funding to provide home repair services under the Program
TAX DEFERRAL	An “Over-65 and/or Disabled Homestead Tax Deferral Affidavit” that taxes are deferred in accordance with the provisions of Chapter 33.06 (b) of the Texas Property Tax Code and approved and issued by the Travis Central Appraisal District. Instance where a taxpayer can delay paying taxes to some future period.
TCAD	Travis Central Appraisal District
TREASURER	Treasurer of Austin Housing Finance Corporation

III. FUNDING SOURCE

The program is funded by CDBG. The authorizing statute of the CDBG program requires that each activity funded, except for program administration and planning activities, must meet one of three national objectives.

The three national objectives are:

- A. Benefit to low-and moderate-income (LMI) persons;
- B. Aid in the prevention or elimination of slums or blight; and
- C. Meet a need having a particular urgency (referred to as urgent need)

The resources found at this link <https://www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/> provide information on allowable housing activities, property improvements environmental review, fair housing, accessibility, labor standards and other areas.

IV. PROGRAM ELIGIBILITY

In order to be eligible for assistance under the Program, the participating Subrecipient must document eligibility of the Applicant, eligibility of the Applicant’s Property, eligibility of the Project, and eligibility of the Service Provider.

- A. Eligibility of an Applicant:** To be an eligible Applicant: Applicant must submit a complete and accurate application in the form prescribed by the AHFC in accordance with these Guidelines.
 - 1. Application Status: An individual is eligible for program assistance if the individual satisfies one of the following:
 - a. was born within the territorial limits of the United States, Guam, Puerto Rico, U.S. Virgin Islands, American Samoa, or Commonwealth of Northern Mariana Islands;
 - b. is a U.S. citizen through a parent;
 - c. is a naturalized citizen;
 - d. is a lawful permanent resident;
 - e. is a “qualified alien” pursuant to 8 U.S.C.A. §1641;
 - f. is a “nonimmigrant” pursuant to 8 U.S.C.A. §1641; or

- g. is an alien paroled into the United States under 8 U.S.C.A. § 1182(d)(5) for less than one year.
2. **Application:** The Applicant must submit a complete, accurate, and signed application to the Program in the form prescribed by the Program.
 3. **Income:** Income eligibility is based on the anticipated annual income of all members in the household age 18 and older using the Part 5 definition of annual income and documentation prescribed by the Program. The household's total gross annual household income may not exceed 80% of MFI for the City of Austin. MFI is based upon HUD's annually published income limits and is available at this link <https://www.hudexchange.info/programs/home/home-income-limits/>
 4. **Need:** It must be established that the Applicant does not have sufficient financial assets or capabilities to afford the repairs without assistance under the Program. If the Applicant's assets at the time the Program application is submitted total less than \$7,500, actual income from the asset will not be counted. If it is determined that the Applicant has financial assets (cash, stocks, bonds, or other financial holdings) in excess of \$7,500, the City will apply Part 5 imputed income from assets, using the current passbook rate.
 5. **Consent to Repairs:** To allow work to be done, the homeowner must give permission and sign the Consent Form, including the scope of work to be performed on the property.
 6. **Adherence to Program Requirements:** Applicant must agree to adhere to all Program requirements.
 7. **Previous Assistance:** Past recipients of Program assistance are only eligible for assistance if the following stipulations are all met:
 - a. The resident(s) has not received assistance in the last three (3) years;
 - b. The residence has not received assistance in the last three (3) years;
 - c. The total cost of new services and all previous services received in the past three (3) years does not exceed the program maximum of \$7,500;
 - d. Under no circumstances will the resident or residence receive assistance more than twice in a three (3) year period.
 - e. The new services needed are different from the previous services; and
 - f. Construction staff determines that services previously provided have deteriorated by normal wear and tear rather than negligence of the Applicant or lack of preventive maintenance.
 8. **Selection:** Applicants are selected on a first-come, first-served basis, after a complete application and all supporting documentation have been received.

B. Eligibility of Property: To be an eligible Property: **Ownership of Property:** Applicant must be the fee simple owner of the Property for which repairs are requested. Ownership will be verified through TCAD.

1. **Principal Place of Residence/Homestead:** Applicant must have occupied and claimed as Applicant's Homestead the Property for which repairs are requested. Homestead exemption will be reflected and verified through the TCAD web site.
2. **Location:** The Property must be located within the corporate city limits of the City. Properties located in Limited Purpose Annexed (LPA) areas and Extra-Territorial Jurisdictions (ETJ) are ineligible.
3. **Legal Lot:** The Property must be a legal lot as defined by the City.
4. **Flood Plain:** Properties located within the 25-year flood plain are not eligible for assistance. Flood insurance must be obtained for properties located in the 100-year flood plain.

5. Taxes: Applicants must be current on all property taxes or have a deferral or payment plan set-up.
6. Liens: No liens will be placed on the property under this Program.
7. Homeowners Hazard Insurance: Proof of homeowners insurance is not necessary for grant programs that do not require repayment and for which a lien is not placed on the property.
8. Property Type: An existing single-family residence, townhouse, condominium, multifamily unit, or manufactured home permanently affixed to real property is eligible. Recreational vehicles, campers and other such vehicles, housing used in part or whole for commercial purposes, and mobile homes are not eligible for assistance

C. Eligibility of the Project: To be eligible a project must:

1. Environmental: At a minimum, the Project must meet the environmental requirements as defined in 24 CFR 58. The Program retains the exclusive right to make the final determination of project feasibility based on the cost results of environmental and/or historical issues
2. Funding: The Program must have sufficient funds to pay the anticipated costs of the Project, including Program delivery costs.
3. Previous Purchases or Completed Repairs: Funding can only be used for future repairs, including future purchase of materials. It may not be applied to previously completed work nor materials already purchased.
4. Amount of Assistance: The maximum eligible assistance amount for the Project is \$7,500.
5. Cosmetic or General Property Improvements are not eligible: Projects must be directly tied to Program.
6. Project Start Time: The project cannot start until a Delivery Order (DO) number is issued by AHFC staff.
7. Environmental Review: Federal funded activities are subject to the environmental review requirements at 24 CFR Part 58.5. File must contain the statutory documentation as well as the site specific checklist indicating that the applicable items were reviewed and appropriately addressed.

Repairs under this program need not bring the entire housing unit into compliance with the City Building Code (s), but the replacement of the major systems shall be completed in accordance with the rehabilitation provisions of the City Land Development Code. Subrecipient will be responsible for requesting mandatory construction permits, if necessary. Any repair work requiring licensing or skills beyond the Subrecipient's capacity to provide shall be sub-contracted.

D. Eligibility of the service provider: To be eligible as a service provider an organization must be:

1. In good standing with the City of Austin and AHFC
2. An organization with the capacity to implement and complete the program
3. Experienced providing housing repair services

E. Project Assignment:

1. Selected Non-Profit organizations. If capacity issues arise, contractors, plumbers and AHFC can be assigned to administer the program directly to homeowners.
2. AHFC reserves the right to suspend or limit access to the DO number request system for subrecipients of the program, if out of compliance with program requirements.
3. The DO number request system will be operated under a first-come (complete packet), first served basis.

4. AFHC will accept DO number requests out of the current allocation on the ongoing basis until all funds have been expended.

F. Reservation Process:

1. Requesting a DO number by email from the subrecipient to a designated HPD email address established specifically for the program. AHFC Finance Department will reserve the funding using the internal accounting system(s).
2. Program administration will send a DO number that starts 30 calendar days to complete all construction activities and submit an invoice payment reimbursement request. If the subrecipient fails to meet this deadline, the DO number will be cancelled and the subrecipient will be responsible for the project's expenditures using other funds. AHFC may grant an extension of 30 calendar days to complete a project due to extenuating circumstances after a written and approved justification.

V. PROGRAM SERVICES

A. Form of Assistance:

All Program assistance may be provided in the form of a grant to eligible clients approved by the Program and meeting all applicable program guidelines. The total amount to be paid under the Program may not exceed \$7,500. In addition, AHFC will reimburse subrecipient an administrative fee not to exceed 20% per project.

The program provides up to \$7,500 of assistance per home. The homeowner cannot be reimbursed for payments made to others for work completed outside of the Program guidelines and without prior approval from AHFC.

B. Eligible Program Services

Services provided under the MHR Program are intended to assist low-income homeowners with minor home repairs that meet the program requirements. MHRP is not a rehabilitation program. The following types of repairs are considered eligible repairs and not all inclusive:

1. Plumbing Systems:
 - a. Defective sewage system
 - b. Leaking water/gas lines or dangerous conditions in plumbing and gas systems
 - c. Leaking or improperly functioning bathroom plumbing fixtures (toilets, sinks, faucets, tub/showers)
 - d. Replacement of a malfunctioning water-heater
2. Electrical Systems:
 - a. Lack of electricity
 - b. Exposed or dangerous electrical wiring
 - c. Repairs according to Code
3. Roofing:
 - a. Roof patch and replacement

4. Heating/Cooling Systems (HVAC):
 - a. A.C. replacement and repairs
 - b. Repairs to vented heat
 - c. Ceiling fans

5. Carpentry:
 - a. Inoperable door/windows locks
 - b. Broken or non-existing windowpanes in windows
 - c. Broken or inoperable exterior doors
 - d. Collapsed floors and major structural hazards
 - e. Siding

The following types of repairs are ineligible (not all inclusive) under the MHRP:

- a. Structural repairs (foundation)
- b. Cosmetic repairs
- c. Fence repairs
- d. Tree removal
- e. Walkway repairs
- f. Patios
- g. Installation of luxury items

Due to the narrow focus of the Program, general safety related repairs are usually not considered an eligible activity or expense. The cost of meeting the Minimum Requirements to Safeguard the Public Safety, Health and General Welfare according to the City of Austin applicable building code will be eligible only if a permit was required for the allowed services.

The Program may not serve any household living in housing owned or managed by AHFC with federal funds; provide construction on property owned by a public entity (such as the Housing Authority of the City of Austin); or make accessibility modifications to rental units in properties that are financed in whole or in part with federal funds.

C. Eligible Program Costs - The Program will cover the following types of costs:

1. Costs associated with the review and processing of the application
2. Program delivery costs associated with the Project
3. Hard costs: construction materials and labor
4. Soft costs: Specifications, inspections, and assessments

D. Ineligible Costs included but are not necessarily limited to:

1. Outstanding debts owed to the City of Austin
2. Maintenance costs incurred by the applicant
3. Temporary housing expenses
4. Cost of repairs including, but not limited to: wet bars, barbecue pits, burglar bars, carpeting for kitchen, bathroom or patio, window treatments, dumbwaiters, fireplaces (including outdoors and hearths), patios or decks, flower boxes, garage door opener, greenhouses, hot tubs or Jacuzzi, swimming pools, tennis courts, television antennae, photo murals, mobile homes, and permanently affixed kitchen appliances.

AHFC reserves the right to disallow other project costs deemed nonessential to furthering the purpose of the program. Exceptions may apply with prior approvals only if they are related to the entire project's scope of work.

The Program may not serve any household living on housing owned or managed by HPD/AHFC with federal funds; provide construction on property owned by a public entity (such as the Housing Authority of the City of Austin); or make repairs and/or modifications to rental units in properties that are financed in whole or in part with federal funds.

VI. APPLICATION PROCESS

AHFC staff will prescreen short form applications and refer prescreened applicants to non-profit organizations on a rotating basis or deny within 30 calendar days. Exception: AHFC will send applicants referred by a non-profit organization back to the referring non-profit if the non-profit completes and submits the short intake form online to AHFC on behalf of the applicant.

The applicant must complete the long form program application and submit all accompanying documentation to the non-profit organization for the application to be processed. The non-profit organization will be responsible for the review and processing of each Application to determine eligibility based on provided criteria and applicable income guidelines. The income of every adult (age 18 and older) that resides in the household must be factored into the income calculation and considered a part of the household composition.

The non-profit organizations are responsible for making determinations of eligibility, application completeness, project tracking, and application approvals and denials.

HPD staff will be responsible for:

- Initial short form application intake;
- Initial review for previous services provided;
- Initial review of TCAD, taxes, GIS, and county clerk's office; and
- Pre-screening the short form application for accuracy, completeness, and pre-qualification.

Subrecipient (non-profit) staff will be responsible for:

- Long form application completion;
- Corresponding with the applicant until all documentation has been received or the file has been canceled;
- Requesting additional documentation, if necessary;
- Processing documentation;
- Determining eligibility for applicant, property, and project;
- Preparing any agreements and/or disclosures between the Program and the Applicant;
- Scope of Work
- Contractor selection and construction oversight; and
- Invoicing to request payment(s).

A. Power of Attorney

The Program may require the Applicant to provide the Program a Power of Attorney, which will identify a person(s) authorized to carry out and complete the Project if the Applicant becomes incapacitated or unable to complete activities required of the Applicant during the application and construction. The Specific Power of Attorney is to be reviewed and approved by the Program.

B. Program Release Form

The Program may require the Applicant to complete and provide a Program Release Form, for grants only, which will identify a person(s) authorized to assist the Applicant with completing the application, providing documentation, or overseeing the construction and completion of the project, in the absence of the applicant.

C. Eligibility Documents Required:

In order to be considered complete, an application must include the following documents:

1. Copy of Application completed and signed by all applicants and co-applicants
2. Copy of a passport and/or other applicable immigration documentation acceptable to the program to support applicant immigration or citizenship status.
3. Copy of photo ID for all applicants and co-applicants
4. Copy of Social Security card or official documentation with Social Security Number for all applicants and co-applicants
5. Copy of current utility bill in applicant's name (if applicable)
6. Equal Housing Lender Disclosure signed by all applicants and co-applicants
7. Applicant Program Release signed by all applicants and co-applicants
8. Copy of power of attorney, if applicable
9. Copy of release form, if applicable
10. Verification of Income and Assets signed by all household members 18 years of age or older
 - a. Verification of all income received by all household members 18 years of age or older;
 - b. Verification of all income benefits or unearned income received by or on behalf of minors, under the age of 18;
 - c. Earned Income: Copy of Paystubs or statements for all income received within the last thirty days;
 - d. Income from Benefits: Copy of most recent month's award letters or other documentation of periodic payments from Social Security, disability/ death benefits, pensions, retirement funds, annuities, trust insurance policies, and other similar types of periodic benefit payments;
 - e. Other Income: Copy of documentation of the most recent month's payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay, child support payments, spousal support/ alimony payments, and/ or regular contributions or gifts received from persons not residing in the Dwelling, including that of non-payroll deposits into bank accounts;
 - f. Copy of most recent profit & loss statement or most recent tax returns (if self-employed).
11. Asset verification for all household members 18 years of age or older, including copies of most recent statements, to include all pages of the statements:
 - a. Copy of Checking, Savings, Money Market, CD's, etc.;
 - b. Copy of 401K, 403B, IRA, Mutual Funds, Keogh, etc.;
 - c. Copy of Stocks, Investments, Bonds, Treasury Bills, etc.;

- d. Copy of Trust documentation;
- e. Copy of Whole Life or Universal Life Insurance Policy (surrender value used);
- f. Copy of mortgages or deeds of trust, proof of and amount of interest in Indian trust lands or other accounts.
12. County tax information
13. Floodplain map
14. GIS map of jurisdiction boundaries
15. Copy of verification -Debarred List
16. SHPO letter and clearance (if applicable)
17. Environmental Review Request and Clearance Report
18. Notice of Action Taken (Approved, Canceled, or Denied (if applicable)
19. Inspection request
20. Initial inspection pictures
21. Site visit page and comment page
22. Initial estimate created by a software based Estimating Program that is RSMean Based
23. Notice to Proceed
24. Acceptance/Denial Form
25. Proof of Payment to contractor(s)
26. Payment Authorization Form

Construction related forms that are used for contractor payment and project monitoring are mentioned below for reference:

- Change Order Form
- Labor Release Form
- Warranty Form
- Affidavit of Completion
- Final Inspection and pictures
- Permission Form
- Feasibility Memo
- Construction Specifications
- Pictures (before and after work)
- Other information and documentation requested by HPD/AHFC under the Program

The above document list is not all-inclusive. The Program has the authority to request additional information and documentation from the applicant in order to determine eligibility. The Program is under no obligation to continue to process an application should requested information or documentation not be furnished within the time specified. Should the information not be provided, the application may be considered incomplete, and the file canceled.

D. Approval:

For an applicant to be approved the following requirements must be in place:

1. The applicant has submitted all requested information, signed documentation, and disclosures.
2. The applicant has been verified as income eligible.
3. The property is located in a program-approved location within the City of Austin full purpose jurisdiction.
4. There is sufficient funding available.

E. Denial:

Once an application has been reviewed and determined ineligible within thirty (30) days, the application will be retired. An application may be denied for the following reasons:

1. Current Household Income exceeds the program MFI limit
2. Property/unit is located outside the Austin Full Purpose City Limits
3. Required Eligibility documents are not submitted
4. Other as explained

If a previously denied applicant should wish to be considered for assistance in the future, the applicant must complete and submit a new application. The Program may retrieve or utilize previous application information if current and applicable.

F. Cancellation:

The Applicant at any time may request to cancel an application and the Program will send a cancellation letter to the Applicant within 30 business days of the request.

F. Disqualification of Applicants:

Applicants may be disqualified from participating in the Program for any of the following reasons, which may include but are not limited to:

1. Any applicant, at any stage of the Program process, who knowingly presents false or misleading information, makes false statement, or misrepresents himself or herself or their financial condition to the Program and/or staff.
2. Any applicant who has been debarred from participation in federal procurement and non-procurement programs.

VII. PROGRAM OPERATIONS

A. Program Coordination:

When determined necessary by the Program, services may be coordinated and combined with other programs as long as the services are unduplicated. Any other Program Scope of Work is the responsibility of the other program.

VIII. CONSTRUCTION

A. Non-Profit Eligibility/Registration: Only Non-Profit Organizations that are willing to register with the City's Controller's Office can participate in the Program.

B. Procurement: The Program was solicited through a Notice of Funding Availability (NOFA). Non-Profits have been preselected and were awarded based on the highest ranking and most responsive.

C. Applicant Involvement: Upon review and approval of the preliminary analysis by the Subrecipient's program staff, detailed repair specifications will be developed and reviewed with the Applicant. Upon the Applicant's approval of the specifications, a notice to proceed can be issued.

D. Job Estimate: Subrecipient shall complete, document and produce an RSMeans based estimate created using a software based estimating program **prior to** contracting work on any project funded

through this Program. Invoices submitted to AHFC for payment will be checked against 4Clicks Estimating Software to measure cost reasonableness of the overall project.

E. Warranty: The Contractor/Subrecipient will provide program Applicant with a one (1) year warranty for labor and materials furnished for the project. Manufacturer's warranties for some materials may exceed one (1) year. It is the responsibility of the Owner to notify the Contractor/Subrecipient of any Warranty claims during the applicable period. AHFC is not responsible for any Warranty claims by the Owner. Further, the Contractor is not responsible for any Warranty claims due to lack of maintenance or negligence on the part of the Owner.

F. Temporary Housing Expenses: The Program will not reimburse the Owner for temporary housing, relocation, or storage expenses. Most work done under the Program will not require the Owner to vacate the premises.

G. Utility Costs during Construction: During construction, it may be necessary for the Contractor to access and use electricity and/or water to complete construction of the Project. The applicant will pay all costs for such utility usage by the Contractor on the Project.

H. Dispute Resolution: It is the responsibility of the Applicant, the Contractor and Subrecipient for the project to resolve any disputes regarding the quality of the work performed both during and after construction. During the course of the project, AHFC/Subrecipient may render opinions on contract specifications, work quality or work completion. However, AHFC/Subrecipient will not serve in any way as an arbitrator or mediator. If Applicant and Contractor are unable to resolve disputes between themselves, the dispute may be forwarded to the Subrecipient's Construction Manager or designee for review and opinion on the resolution of the dispute. If the opinion is not acceptable to both Applicant and Contractor, they will be required to obtain conflict resolution services at the expense of the Homeowner and Subrecipient.

J. Payment to Contractor: Construction may begin after a Delivery Order number is issued and required permits are secured. During construction, the Subrecipient is to make periodic inspections to ensure work is completed in a satisfactory manner. The Applicant and Subrecipient will review work for draw requests, and both shall sign off before payment is issued. Upon final inspection and approval by subrecipient staff the subrecipient will pay the contractor's invoice. Funding will not be given directly to the Applicant.

K. Contractual Requirements: A contractual agreement between AHFC and the Subrecipient is required. Subrecipient must agree to provide, oversee, administer, and carry out all activities and work described in the Contract Agreement and Program guidelines.

L. Payment to Subrecipient (Nonprofit Organization): AHFC will pay for work that is satisfactory and complete. AHFC will reimburse the Subrecipient for eligible expenses incurred with completed and inspected projects. Funds are requested by the Subrecipient in the manner described in the Subrecipient Agreement. Appropriate documentation, to include proof of payment to contractor(s) is required. Subrecipient must address any concern before the invoice reimbursement. Depending on the nature and frequency of concerns, AHFC may increase the quality control inspections of projects submitted for reimbursement.

M. Program Operations: The Subrecipient shall develop and maintain a procedure manual or standard operating procedures to demonstrate how the program is to be carried out. The procedures manual will be submitted to AHFC.

N. Insurance: Subrecipient shall carry Statutory Workers' Compensation and Employers Liability, Commercial General Liability, Business Automobile Liability, and Directors and Officers Coverage on types and amounts of duration according to Subrecipient Agreement.

Any exceptions to the requirements must be approved by the City Risk Management Division according to the most current regulations.

- Statutory Workers' Compensation and Employers Liability coverage with minimum policy limits for Employers' Liability of \$100,000 body injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by the disease each employee shall be provided.
- Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage A & B.
- Business Automobile Liability for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability per accident. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:
 - 33.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - 33.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - 33.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage
- Directors and Officers coverage with a minimum of not less than \$250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacity as such.
- Workers Compensation and Employers Liability Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
 - 33.2.3.1 The Recipient's policy shall apply to the State of Texas
 - 33.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - 33.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage

Specific policy endorsements and provisions are described in the Subrecipient Agreement.

O. Reports and Record-Keeping: Subrecipient will be required to collect certain data and submit monthly reports in the format prescribed by the Program. In addition, Subrecipient will follow the retention periods according to the funding regulations and the City of Austin retention periods. Reports include:

1. Monthly Reports
2. Performance Report
3. Client and Demographics Reports
4. Contractor/Subcontractor
5. Close-out Report

P. Records Retention: Subrecipient shall maintain records for a minimum of five years from project completion and reported. AHFC will dispose of the program records according to HPD-AHFC Records Management Process and Procedures.

IX. REPORTING AND RECORD KEEPING

A. General: HPD will create and maintain records for the specific activity: program, project, financial, program administration, and other applicable records. HPD will establish and maintain sufficient records to enable the Program to determine whether the Subrecipient has met the requirements.

All approved Program applications will be retained for a minimum of five years after completion.

The following records will be kept:

1. Records demonstrating that each household is eligible.
2. Records supporting exceptions to the conflict of interest.
3. Records demonstrating compliance with debarment and suspension requirements.
4. Project records are retained for five years after the project completion date.
5. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
6. Access to records: The participating jurisdiction must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

B. File Maintenance:

The Program shall ensure that all recordkeeping requirements are met. A servicing file shall be established and maintained for each Program applicant.

X. ADDITIONAL REQUIREMENTS

A. Procurement:

The Program will follow the established Contract Solicitation process for assigning projects and selecting non-profits under the Program. Procedures must ensure that all materials and labor for

repairs are obtained in accordance with the approved Program procurement policies, procedures, and guidelines. Non-profits must abide by their selected procurement policy noted in the response to the NOFA.

B. Non-Discrimination:

It is the policy of the Program and the City of Austin that no discrimination occurs based on race, color, creed, religion, sex, national origin, disability, student status, marital status, familial status, sexual orientation, gender identity, or age. The Program will operate in accordance with all applicable federal, state, and local Fair Housing and Equal Opportunity laws and regulations.

The Program is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Assistance can be obtained by calling (512) 974-3100 (voice) or Relay Texas at 711. The City has a Section 504/ADA Coordinator whose office is located at 505 Barton Springs Road, Suite 600. For questions and complaints about Section 504/ADA rights, call (512) 974-3256 (voice) or Relay Texas at 711.

C. Customer Satisfaction Questionnaire:

The Subrecipient shall provide a Customer Satisfaction Questionnaire to each Applicant. By completing the Customer Satisfaction Questionnaire, the Applicant is providing the Program with valuable feedback on how to improve and enhance the Program. The Questionnaire is submitted to Applicant(s) after the project is complete and within 90 days of the project being completed. It may include references to the Program in general and the process from inception of the application to completion of the project.

D. Account Set Up/Disbursements:

The Program will be required to act as the disbursement agent and will be authorized to set up a Program department account which will be used by the Program to disburse funds to pay for approved project costs. The applicant shall have no direct access to any Program funding. The Program department account will not be set up before services are approved and the subrecipient is notified to proceed.

E. Default:

Default shall exist if any use of Funds for any purpose other than authorized in the Program, or any breach of any provision or warrant made in the Program application or in the agreement.

F. Program Violations:

Should an applicant violate Program guidelines or the terms and conditions of an approved and executed agreement with the Program, the applicant will be notified of the violation in writing. If the applicant does not take appropriate action to rectify the violation within the time period specified, the Program may seek the legal remedies allowed in their agreement. Although it is not the intent of the Program to gain any premature monetary reimbursement of financial assistance provided to the applicant, the Program may seek legal recourse.

G. Monitoring Plan:

The Program will be in compliance with City of Austin Monitoring Plan.

H. Provision of Information:

The Program must receive all required information and authorizations to obtain information from the Applicant to determine eligibility of the Applicant, the Property, and the Project. By applying for the Program, it is understood, agreed, and authorized by the applicant that the Program may research and obtain financial and property ownership-related information for the purpose of determining eligibility and the need for Program assistance. The Program may make inquiries and requests for information from past and present employers, etc. for confirmation purposes in order to make a determination of eligibility.

XI. GRIEVANCES

Persons wishing to appeal any action or inaction under the Program shall submit an appeal in writing to the AHFC Program Manager within 30 days of the action or inaction they wish to appeal. Within 14 working days of receipt of the written appeal, by Non-Profit, the Non-profit for the Program will review and provide a written response to the Program Manager. The Program Manager has 14 working days to provide the written appeal and response to the AHFC Treasurer. The response should include a written summary of the written appeal, along with an explanation of any administrative action taken or recommended to be taken. The Treasurer makes a decision regarding the written appeal within 14 calendar days. The decision of the Treasurer is final and may not be appealed further.

Approved by:

Rosie Truelove
Treasurer

Date