



## HEART Grant Agreement

Please review the terms of the Housing & Economic Assistance to Rebuild Texas (HEART) grant, as described below, sign and return the agreement to Michael Wilt at [mwilt@tsahc.org](mailto:mwilt@tsahc.org) by MONTH DAY, 2018.

GRANTEE: (insert grantee name)

GRANT AMOUNT: \$XX,XXX

GRANT TERM: July 1, 2018- June 30, 2019

GRANT PURPOSE: (insert grant purpose)

GRANT REPORT REQUIREMENTS:

Quarterly Reports Due October 1, 2018, January 1, 2019 and April 1, 2019

Final Report Due August 1, 2019

The following terms and conditions apply to your organization's use of the Texas State Affordable Housing Corporation's ("TSAHC") HEART grant. For additional guidance and requirements about the HEART program, refer to the HEART funding guidelines, which can be found [here](#).

### 1. Purpose

This grant is for the specific purpose(s) set forth in the Grantee's HEART preliminary and full proposals (collectively the "application"). Any funding received under this agreement and any investment income earned on those funds by Grantee should be expended for no other purpose(s) than what was stated in the application unless prior written approval is provided by TSAHC staff. Each household assisted with the grant must meet the household eligibility requirements listed in the funding guidelines. Grantees will be required to submit income certifications for all households assisted as well as provide evidence that all homes repaired were damaged by a federally declared disaster. Evidence may include proof of application to the Federal Emergency Management Agency, Insurance Claim Statements, or property assessment form completed by the Governor's Division of Emergency Management. For a full list of required reporting documents, refer to the funding guidelines linked above.

## 2. Technical Assistance

Grantee agrees to participate in no-cost technical assistance throughout the term of the grant agreement. Technical assistance will be mutually agreed upon at the start of the grant term, will include topics requested by the grantee as part of the application.

## 3. Accounting

The HEART grant received by Grantee must be maintained in a separate bookkeeping account to adequately document expenditures of funds and the activities supported by the grant.

## 4. Reporting

Grantee agrees to submit quarterly reports and a final report to document expenditure and impact of the grant by due dates set by TSAHC. If the reports are not submitted to TSAHC on a timely basis, Grantee is subject to being ineligible for future TSAHC funding.

## 5. Notifications

Grantee agrees to notify TSAHC about any of the following:

- Any change in key personnel of the project or organization;
- Any change in address or phone number;
- Any change in tax-exempt classification (if applicable) under Section 501(c)(3) of the Internal Revenue Code
- Any complaints, litigation, or disputes filed against your organization by clients, contractors or other parties

## 6. Record Maintenance and Inspection

Grantee must maintain records of program activities funded through the grant. This includes income qualification documents, receipts of expenditures and any documents that pertain to the activities funded through the grant. During the term of the grant, TSAHC staff may review financial and other records and materials connected with the activities financed by this grant. Please note that, unless deemed confidential by law, information submitted by Grantee may be made public pursuant to the requirements of the Texas Public Information Act.

## 7. Prohibited Activities

Grantee agrees the grant funds will not be used for any of the following purposes:

- To carry out propaganda, or otherwise to attempt to influence any legislation
- To influence the outcome of any specific public election
- To undertake any activity for any purpose other than the purposes specified in the HEART grant application

## 8. Return of Funds

Any grant funds, and any income earned on those funds, that are not spent or committed for the purposes of the grant or used by the end of the grant term, must be returned to TSAHC, unless a new or revised grant agreement is approved by TSAHC.

9. Hold Harmless

Grantee releases TSAHC from any liability with respect to this grant and agrees to indemnify TSAHC from any and all liability incurred by your organization in connection with the administration of this grant or in connection with the program supported by this grant.

10. Publicity

TSAHC retains the right to release information regarding the grant to public media. Grantee agrees to appropriately credit the participation of TSAHC in any publicity to the media and on websites or social media as it relates to the program for which funds are granted. Only proposed releases to the media need to be submitted to TSAHC for approval. Grantee agrees to share any news stories published about the grant and program with TSAHC staff.

Grantee also agrees to collect and share photographs and stories of households assisted in its final report as requested.

This grant is conditional upon Grantee's acceptance and agreement to comply with the terms and conditions set forth herein. Signature of this agreement is required by a person authorized to make legal contracts on behalf of Grantee. Please retain a copy of the signed agreement for your records.

ACCEPTED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2018

ORGANIZATION NAME: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_