

TABLE 1.—ESTIMATED 3-YEAR REFUGEE/ENTRANT POPULATIONS OF STATES PARTICIPATING IN THE REFUGEE PROGRAM AND FINAL SOCIAL SERVICE FORMULA AMOUNTS AND ALLOCATIONS FOR FY 1998—Continued

State	Refugees <sup>1</sup> (1)	Entrants (2)	Havana <sup>2</sup> parolees (3)	Total population (4)	Formula amount (5)	Allocation (6)
Hawaii	236	1	0	237	68,556	100,000
Idaho	1,443	1	1	1,445	417,990	417,990
Illinois	11,462	446	251	12,159	3,517,187	3,517,187
Indiana	1,195	11	9	1,215	351,458	351,458
Iowa	4,851	6	3	4,860	1,405,833	1,405,833
Kansas	1,601	17	10	1,628	470,925	470,925
Kentucky <sup>5</sup>	3,065	579	248	3,892	1,125,824	1,125,824
Louisiana	1,345	239	163	1,747	505,348	505,348
Maine	674	1	0	675	195,255	195,255
Maryland	3,700	170	104	3,974	1,149,544	1,149,544
Massachusetts	7,176	151	113	7,440	2,152,140	2,152,140
Michigan	7,327	396	192	7,915	2,289,541	2,289,541
Minnesota	8,726	25	15	8,766	2,535,707	2,535,707
Mississippi	37	32	22	91	26,323	75,000
Missouri	5,765	22	17	5,804	1,678,901	1,678,901
Montana	226	0	0	226	65,374	100,000
Nebraska	1,825	40	17	1,882	544,399	544,399
Nevada <sup>5</sup>	692	803	551	2,046	591,838	591,838
New Hampshire	903	1	0	904	261,497	261,497
New Jersey	3,866	1,110	799	5,775	1,670,512	1,670,512
New Mexico	466	787	613	1,866	539,771	539,771
New York	38,386	1,184	793	40,363	11,675,649	11,675,649
North Carolina	3,179	45	23	3,247	939,247	939,247
North Dakota	1,163	4	3	1,170	338,441	338,441
Ohio	3,985	54	28	4,067	1,176,445	1,176,445
Oklahoma	772	17	10	799	231,124	231,124
Oregon	4,383	514	273	5,170	1,495,506	1,495,506
Pennsylvania	7,217	327	166	7,710	2,230,242	2,230,242
Rhode Island	346	7	3	356	102,979	102,979
South Carolina	346	8	4	358	103,557	103,557
South Dakota	658	0	0	658	190,337	190,337
Tennessee	3,570	225	105	3,900	1,128,138	1,128,138
Texas	11,470	1,064	703	13,237	3,829,016	3,829,016
Utah	2,567	1	0	2,568	742,835	742,835
Vermont	714	0	0	714	206,536	206,536
Virginia	4,834	252	143	5,229	1,512,573	1,512,573
Washington	17,412	66	30	17,508	5,064,471	5,064,471
West Virginia	14	1	0	15	4,339	75,000
Wisconsin	2,387	18	11	2,416	698,867	698,867
Wyoming <sup>3</sup>	0	0	0	0	0	0
<b>Total</b>	<b>251,878</b>	<b>35,059</b>	<b>26,351</b>	<b>313,288</b>	<b>90,623,606</b>	<b>90,907,690</b>

<sup>1</sup> Includes: refugees, Kurdish asylees, and Amerasian immigrants from Vietnam.

<sup>2</sup> For FY 1997, Florida's HP's (3957) were based on actual data while HP's in other States (2035) were prorated based on the States' proportion of the three year (FY 1995-1997) entrant population. For FY 1996, Florida's HP's (7303) were based on actual data while HP's in other States (2611) were prorated based on the States' proportion of the three year (FY 1994-1996) entrant population. For FY 1995, Florida's HP's (8245) were based on actual data while HP's in other States (2188) were prorated based on the States' proportion of the three year (FY 1993-1995) entrant population.

<sup>3</sup> Alaska and Wyoming no longer participate in the Refugee Program.

<sup>4</sup> A portion of the California allocation is expected to be awarded to continue a Wilson/Fish project in San Diego.

<sup>5</sup> The allocation for Kentucky and Nevada is expected to be awarded to continue a Wilson/Fish project.

**VI. Paperwork Reduction Act**

This notice does not create any reporting or recordkeeping requirements requiring OMB clearance.

(Catalog of Federal Domestic Assistance No. 93.566 Refugee Assistance—State Administered Programs)

Dated: June 19, 1998.

**Lavinia Limon,**

*Director, Office of Refugee Resettlement.*

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**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

[Docket No. FR-4352-N-04]

**Notice of Proposed Information Collection: Comment Request**

**AGENCY:** Office of the Assistant Secretary for Public and Indian Housing, HUD.

**ACTION:** Notice.

**SUMMARY:** The proposed information collection requirement described below

will be submitted to the Office of Management and Budget (OMB) for review, as required by the Paperwork Reduction Act. The Department is soliciting public comments on the subject proposal.

**DATES:** Comments are due: August 28, 1998.

**ADDRESSES:** Interested persons are invited to submit comments regarding this proposal. Comments should refer to the proposal by name and/or OMB Control Number and should be sent to: Mildred M. Hamman, Reports Liaison

Officer, Department of Housing and Urban Development, 451 Seventh Street, SW, Room 4238, Washington, DC 20410-5000.

**FOR FURTHER INFORMATION CONTACT:** Mildred M. Hamman, (202) 708-3642, extension 4128, for copies of other available documents. (This is not a toll-free number).

**SUPPLEMENTARY INFORMATION:** The Department will submit the proposed information collection to OMB for review, as required by the Paperwork Reduction Act of 1995 (44 U.S.C. Chapter 35, as amended).

This Notice is soliciting comments from members of the public and affecting agencies concerning the proposed collection of information to: (1) Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility; (2) Evaluate the

accuracy of the agency's estimate of the burden of the proposed collection of information; (3) Enhance the quality, utility, and clarity of the information to be collected; and (4) Minimize the burden of the collection of information on those who are to respond; including through the use of appropriate automated collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

This Notice also lists the following information: Title of Proposal: Subrecipient Agreement OMB Control Number, if applicable: Description of the need for the information and proposed use: This information is needed in order for the Tribe/Tribally Designated Housing Entity (TDHE) to be able to effectively monitor the activities of the subrecipient and to ensure that funds are being utilized in accordance with applicable statutes and regulations. The authority for collection of this information is 1996 Native American

Housing and Self-Determination Act (NAHASDA).

Agency form numbers, if applicable: None.

Members of affected public: Tribal Governments, Tribally Designated Housing Entities (THDEs).

Estimation of the total number of hours needed to prepare the information collection including number of respondents, frequency of response, and hours of response. 200 respondents, four times per year (average), 10 hours per response, 8,000 hours total reporting burden.

Status of the proposed information collection: New.

**Authority:** The Paperwork Reduction Act of 1995, 44 U.S.C. Chapter 35, as amended.

Dated: June 22, 1998.

**Deborah Vincent,**

*General Deputy Assistant Secretary for Public and Indian Housing.*

BILLING CODE 4210-33-M

- - SAMPLE - -

## SUBRECIPIENT AGREEMENT

Agreement between  
(insert name of Recipient)  
and  
(insert name of Subrecipient)  
for the Implementation of the  
Indian Housing Block Grant Number \_\_\_\_\_

This Agreement is entered into between (insert name of Tribe/TDHE), hereinafter referred to as Recipient, and the (insert name of Subrecipient), hereinafter referred to as Subrecipient, to authorize Subrecipient to act as the subrecipient entity for the implementation of the Indian Housing Block Grant (IHBG) Number \_\_\_\_\_ under the Native American Housing and Self Determination Act of 1996 (NAHASDA). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the IHBG fund or other assets including program income.

### 1. WORK ASSIGNED

The work assigned under this Agreement is as follows:

(Insert specific description of the work assigned to the Subrecipient. Include any exceptions, deletions or special circumstances.)

### 2. OBLIGATIONS OF THE SUBRECIPIENT

#### A. Statement of Work (SOW).

1. The Subrecipient shall be responsible, on behalf and in the best interests of the Recipient/TDHE, for the successful implementation of the specific IHBG Number \_\_\_\_\_ activities, as described in this Agreement

2. The Subrecipient shall supervise and monitor the day-to-day performance of its staff/any contractors and shall report to the Recipient regarding their monitoring findings on a regular

basis. It will also submit regular progress reports, revised documentation or schedules, and immediately alert the Recipient in writing as to any problems encountered which could delay or alter the agreed upon terms of the Agreement.

3. The Subrecipient shall advocate, solicit, coordinate, procure, manage, develop, and maintain the program as stated in this Agreement on behalf of the Recipient. This includes entering into agreements, arbitrating, compromising, negotiating, and settling disputes, and securing, obtaining, managing, transferring, and holding funds from any source.

4. The Subrecipient shall adhere to all applicable laws, regulations, and guidance in the administration of this Agreement. The Subrecipient agrees that it is responsible for any damages incurred by the Recipient as a result of Subrecipient's failure in this regard.

B. Schedule of Work.

1. The Subrecipient shall prepare and submit a Schedule of Work (Schedule) specifying work to be done, dates of completion and sources of funds. This schedule must be approved by the Recipient prior to beginning of work or release of funds.

2. Proposed changes or amendments to the Schedule must be submitted in writing to the Recipient for review and concurrence. All such documents become a part of this Agreement and are thus subject to the same standards and requirements stipulated herein.

C. Budget.

1. The budgetary amount established for the work assigned under this Agreement totals \$(insert dollar amount). The Subrecipient will make requests for funds commensurate with the time frames and formats prescribed by the Recipient. (Recipient to state specific windows for requests and attach copies of forms it wants the Subrecipient to use.)

2. After the Recipient has determined that the work was performed satisfactorily, payments will be

made for eligible expenses actually incurred by the Subrecipient, and will not exceed the actual cash requirements. Payments will be made against the line items as specified in the approved budget. Payments will be denied or made within 30 days of request by the Subrecipient.

3. The Subrecipient will submit monthly accounting statements to the Recipient. The date established for these submissions is (Recipient to insert the day/date each month that the statements are due.) The Subrecipient will also submit other reasonable written reports upon request by the Recipient.

### 3. RECORDS AND REPORTS

#### A. Establishment and Maintenance of Records

1. The Subrecipient shall maintain records including, but not limited to, financial records, bid documents, and all other records sufficient to reflect all direct and indirect costs incurred to perform the work assigned.

2. The Subrecipient shall maintain reports as required by this Agreement. It shall establish and maintain all backup data necessary to support those reports.

3. The Subrecipient is responsible for maintaining all other records and reports as required by law, including, but not limited to those required by the regulation implementing NAHASDA.

#### B. Preservation of Records and Reports.

1. The Subrecipient shall preserve and make available for review and inspection all records and reports related to the work assigned under this Agreement. These records and reports shall be maintained for a period of three years after the program close out. Program close out shall be the point at which the Recipient agrees that the responsibilities of the Subrecipient have been completed.

2. The Subrecipient shall retain these records and reports beyond this period of time until any possible litigation audit findings, or claims have been resolved.

#### 4. AUDITS

##### A. Review of Records.

1. The Subrecipient must make their records available for review by the recipient, as well as others authorized by the Recipient.

##### B. Compliance.

1. The Subrecipient must comply with applicable sections of OMB Circular No. A-133, Revised June 24, 1997.

#### 5. OBLIGATIONS OF THE TRIBE

##### A. Timely Payments.

1. The Recipient must perform prompt reviews of payment requests submitted by the Subrecipient. Requests for payments shall be either denied or approved and made by the Recipient within 30 days of request by the Subrecipient.

##### B. Monitoring Activities.

1. The Recipient shall establish a schedule for periodic review of the Subrecipient. Reviews shall be conducted (insert time period for review, e.g., at the end of each quarter, every, six months, etc.).

2. On site reviews may be made only after the Recipient has provided notice to the Subrecipient of such review in writing at least (insert time for notice, e.g., one week, 10 days, etc.) prior to the review.

##### C. Provision of Information.

1. The Recipient shall provide the Subrecipient with program information necessary for the Subrecipient to perform their duties with respect to this Agreement. An example of program information is the Indian Housing Plan, or applicable portions, for the tribe for which activities under this Agreement are to be undertaken.

## 6. OTHER REQUIREMENTS

### A. Nondiscrimination Requirements.

1. Subrecipients must comply with the nondiscrimination requirements shown in 24 CFR 1000.12.

### B. Relocation and Acquisition.

1. Subrecipients must comply with the relocation and real property acquisition policies as shown in 24 CFR 1000.14.

### C. Labor Standards.

1. Subrecipients must comply with the labor standards as shown in 24 CFR 1000.16.

### D. Environmental Reviews.

1. A Subrecipient may collect data and provide information for an environmental review to the Recipient, but it may not certify or assume responsibility for an environmental review. See 24 CFR 1000.18.

### E. Administrative Requirements.

1. Subrecipients must comply with the administrative requirements as listed in 24 CFR 1000.26.

### F. Conflict of Interest.

1. Subrecipients must comply with the conflict of interest provisions as shown in 24 CFR 1000.30 and Part 85.36

### G. Lead-Based Paint Poisoning Prevention.

1. Subrecipients must comply with the lead-based paint poisoning prevention requirements as shown in 24 CFR 1000.40.

### H. Section 3 of the Housing and Urban Development Act of 1968.

1. Subrecipients must comply with Section 3 of the Housing and Urban Development Act of 1968 as set forth in 24 CFR 1000.42.

I. Use of Debarred, Suspended or Ineligible Contractors.

1. Subrecipients must comply with the prohibitions in 24 CFR Part 24, as well as any tribal requirements, with regard to the use of debarred, suspended or ineligible contractors. (24 CFR 1000.44).

J. Drug-Free Workplace.

1. Subrecipients must comply with the Drug-Free Workplace Act of 1988, HUD's implementing regulations at 24 CFR Part 24, and any tribal requirements. (24 CFR 1000.46).

K. Indian Preference.

1. Subrecipients must comply with the Indian preference requirements pursuant to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e(b)). (24 CFR 1000.48).

L. Other.

1. Subrecipients must comply with all other applicable portions of 24 CFR Part 1000, as well as all other applicable laws and regulations.

## **7. AMENDMENTS**

This agreement may be amended by the Subrecipient or the Recipient at any time provided that such amendments make specific reference to this agreement, are executed in writing, signed by an authorized representative of both organizations, and approved by the Recipient's, governing body. Such amendments shall not invalidate this agreement, or relieve or release either party from its obligations under this Agreement.

The Recipient may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule or, the activities to be undertaken as part of this agreement, such

modification will be incorporated only by written amendment signed by both the Recipient and the Subrecipient.

#### **8. SUSPENSION AND/OR TERMINATION**

The Recipient retains the right to suspend or terminate this Agreement should the Subrecipient in any way materially fail to comply with any term of the award. The award may also be terminated for convenience subject to the provisions set forth in 24 CFR 85.43 and 85.44.

#### **9. REVERSION OF ASSETS**

Upon the expiration of this Agreement, the Subrecipient shall transfer to the Recipient all funds on hand at the time of expiration of this Agreement, and all accounts receivable that are attributable to the use of these funds. All real property that was acquired or improved with NAHASDA funds and is under the control of the Subrecipient shall be returned to the Recipient, unless property ownership or control has been transferred as evidenced by a written document and attached as an addendum to this Agreement.