

Assistance Award/Amendment

**U.S. Department of Housing and
Urban Development
Office of Administration**

| | | | |
|---|--------------------------|--|---|
| 1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant | | 2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment | |
| 3. Instrument Number COLHB0644-17 | 4. Amendment Number 1 | 5. Effective Date of this Action See Block #20 | 6. Control Number |
| 7. Name and Address of Recipient City and County of Denver 200 W. 14th Ave #200 Denver, CO 80204-2732 | | 8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410 | |
| 10. Recipient Project Manager Terra Haseman Swazer 720-865-5435: terra.hasemanswazer@denvergov.org | | 8a. Name of Administrator William Nellis | 8b. Telephone Number 202-402-7684 |
| 11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price | | 12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse | |
| 13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102 | | 9. HUD Government Technical Representative Damian Slaughter, 202-402-6350 | |
| 14. Assistance Amount | | 15. HUD Accounting and Appropriation Data | |
| Previous HUD Amount | \$2,813,904.00 | 8617/180174 17LRLH/LRLHR - \$2,413,904.00 8617/180174 17LRHH/LRHHI - \$400,000.00 | 15b. Reservation number LHC 17 -13 (FY17) |
| HUD Amount this action | \$0.00 | Amount Previously Obligated | \$2,813,904.00 |
| Total HUD Amount | \$2,813,904.00 | Obligation by this action | \$0.00 |
| Recipient Amount | \$250,000.00 | Total Obligation | \$2,813,904.00 |
| Total Instrument Amount | \$3,063,904.00 | | |

16. Description

Employer identification: 84-6000580

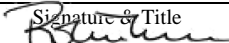
DUNS: 1454546870000

Program: LHB/ HHO

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
- Schedule of Articles / 2017 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Lead Hazard Control Program Policy Guidance Issuances
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS [<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>]
- HHRS training and implementation is no longer required for the use with Healthy Home Supplement funds.
- Notice of Grant Opportunity announced in GRANTS.GOV (FR-6100-N-12) – Posted date: Tuesday, February 07, 2017**

Period of Performance: 36 months - February 1, 2018 Through January 31, 2021

| | | | |
|--|------------------------------|---|-------------------|
| 17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office | | 18. <input type="checkbox"/> Recipient is not required to sign this document. | |
| 19. Recipient (By Name) Robert McDonald | | 20. HUD (By Name) Katina Jordan, Grant Officer | |
| Signature & Title  Executive Director | Date (mm/dd/yyyy) 1-25-17 | Signature & Title | Date (mm/dd/yyyy) |

**U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes
Terms and Conditions for FY 2017 Grants and Cooperative Agreements**

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PREFACE

The Office of Management and Budget (OMB) has published final guidance, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The OMB-issued uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars: A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local and Indian Tribal Governments), A-89 (Catalog of Federal Domestic Assistance), A-102 (Grants and Cooperative Agreements With State and Local Governments), A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations), A-122 (Cost Principles for Non-Profit Organizations), and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), and the guidance in OMB Circular A-50 (Audit Follow-up) on Single Audit Act follow-up.

This guidance is applicable to non-Federal entities as of December 26, 2014, with one exception for HUD grants—non-Federal entities previously subject to 24 CFR Part 84 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations) will have a one-year grace period to comply with the revised procurement standards in 2 CFR §200.318–§200.326.

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GRANT/COOPERATIVE AGREEMENT

GENERAL

The Grant/Cooperative Agreement (also referred to as an award document) consists of the form HUD-1044, including any special conditions, and these Grant/Cooperative Agreement Provisions. The Grantee must comply with the requirements and conditions established in the Grant/Cooperative Agreement.

A. Overview of Award Implementation

This instrument reflects the acceptance of the budget, key personnel and basic conditions of the Applicant's approved general proposal, or any subsequent revision, submitted in response to the Notice of Funding Availability (NOFA) for the Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes Grant Programs for the NOFA indicated on the form HUD-1044 cover page. As a condition of accepting the grant award, the Grantee and sub-recipients, as applicable, agree to the following:

The Grantee must complete and submit a revised management and work plan, Deliverables/Outcomes and Budget (summarized on the Benchmark Standards) **within 60 calendar days** of the effective date of the award (form HUD-1044). These revisions shall update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan and budget. Revisions should be developed per the instructions provided by the assigned Government Technical Representative (GTR). If identified issues are not addressed satisfactorily, the Grantee's grant may be terminated based on failure to successfully conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which the Grantee applied. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as lead hazard control or other healthy homes interventions, will not be allowed to draw down funds prior to the completion of a satisfactory environmental review by the appropriate HUD Environmental Officer and its receipt of an approved Request for Release of Funds and Certification, as prescribed within this agreement. See OLHCHH Policy Guidance 2008-03 for further details.

B. Definitions¹

"Allocable Costs" as defined in 2 CFR §200.405, costs that are allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. This standard is met if the cost: (1) is incurred specifically for the Federal award; (2) benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and (3) is

¹In accordance with 2 CFR Part 200 and the *HUD* Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, and applicable Notices of Funding Availability.

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necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in 2 CFR Part 200, subpart E – Cost Principles. All activities that benefit from the Grantee’s indirect costs, including unallowable activities and services donated to the Grantee by third parties, will receive an appropriate allocation of indirect costs. Any cost allocable to a **Federal** award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

“**Commercial and Government Entity (CAGE) Code**” is a unique identifier assigned to suppliers to various government, as well as to Federal Agencies and various organizations. **CAGE** codes provide a standardized method of identifying a given facility at a specific location.

“**Contract**” as defined in 2 CFR §200.22 means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

“**Contractor**” means an entity that receives a contract as defined in 2 CFR §200.22 Contract

“**Direct Costs**” as define in 2 CFR §200.413 are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are: Compensation of employees for the time devoted and identified specifically to the performance of those awards; Cost of materials acquired, consumed, or expended specifically for the purpose of those awards; Equipment and other approved capital expenditures; and travel expenses incurred specifically to carry out the award. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. **Refer to the Notice of Funding Availability (NOFA) for specific information regarding what constitutes Direct Costs for you and any applicable programmatic requirements you must adhere to.**

“**Disallowable Costs**” means those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal cost principles or other terms and conditions contained in the award.

“**General Purpose Equipment**” as defined 2 CFR §200.48 means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

“**Government Technical Representative**” (GTR) means the HUD Official who is responsible for the technical administration of the grant, the evaluation of performance under the grant the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

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“Grant Award” “Cooperative Agreement” or “Federal Award” means the award document consisting of the HUD-1044, including any special conditions; these award provisions refer to either a grant or a cooperative agreement instrument.

“Grantee” or “Recipient” as defined in 2 CFR §200.86, means non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out an activity under a Federal program.

“Grant Officer” means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.

“Guidelines” refers to the definitions, standards and information contained in the latest edition of the “Guidelines for the Evaluation and Control of Lead-Based Paint in Housing.” The Guidelines are incorporated by reference into the grant.

“HHGMS” means Healthy Homes Grant Management System. The OLHCHH online data management system that allows processing administrative, technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grant Officer.

“HUD” means Department of Housing and Urban Development.

“Indirect (Facilities & Administrative (F&A) Costs” as defined in 2 CFR §200.56 means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

The term applies to costs of this type originating in the Grantee’s organizational unit, as well as those incurred by other organizational units or other entities in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect costs within a Grantee’s organizational unit or in other agencies providing services to a Grantee’s organizational unit. Indirect cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

“Modified Total Direct Cost (MTDC)” as defined in 2 CFR §200.68 means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and ***up to the first \$25,000 of each subaward*** (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward more than \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

“Must” or “Shall” means a **mandatory** requirement of the Terms and Conditions in association with the form HUD-1044 for the grant or cooperative agreement.

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“**NOFA**” means the Notice of Funding Availability that announced the availability of funding for this award.

“**Non-Federal Entity**” as defined in 2 CFR §200.69 means a state, local government, Indian Tribe, Institution of Higher Education (IHE), or Nonprofit Organization that carries out a Federal award as a Recipient or Subrecipient.

“**OLHCHH**” means the HUD Office of Lead Hazard Control and Healthy Homes.

“**Partner or Partnership**” is identified as a Subgrantee or Contractor that has an arrangement in which skills, services, or resources are shared in accordance with the partnership agreement to meet the goals of the grant or cooperative agreement.

“**Pass-Through Entity**” as defined in 2 CFR §200.74, means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

“**Prohibited Awarding**” is defined as contracts or subrecipient agreements not approved in writing by the Grant Specialist/Grant Officer when cost or funds exceed \$3,500.00.

“**Publication**” includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

“**Research**” as defined in 2 CFR §200.87, means a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

“**Should**” means the best practices or recommended approach of the Terms and Conditions in association with the form HUD-1044 for the grant or cooperative agreement.

“**Subaward**” as defined in 2 CFR 200.92, means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“**Subrecipient**” or “**Subgrantee**” as defined in 2 CFR §200.23 means an entity that receives a contract. A “contract” is defined in 2 CFR §200.22 as a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in 2 CFR Part 200 and in these Terms & Conditions does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see §200.92 Subaward).

C. Changes to Reporting - Transparency Act Reporting

1. Recipient Reporting to Meet the Requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006 (FFATA), as amended.

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- a. **Recipient Reporting.** Recipients and other prime awardees of HUD financial assistance are required to report sub-awards in the Federal Subaward Reporting System (FSRS) website: <https://www.fsrs.gov> or its successor system. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the award and subawards, where both the initial award is \$25,000 or greater or the cumulative award will be \$25,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and subaward information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy guidance. The prime awardee will have until the end of the month plus one additional month after a subaward is obligated to fulfill the reporting requirement. The FFATA requires the creation of a public government wide website in which the following subaward data will be displayed:

- Name of entity receiving award;
- Amount of award;
- Funding agency;
- North American Industry Classification System (NAICS) code for contracts, or Catalog of Federal Domestic Assistance (CFDA) program for financial assistance awards;
- Program source;
- Award title descriptive of the purpose of the funding action;
- Location of the entity (including Congressional district);
- Place of Performance (including Congressional district);
- Unique Entity Identifier(s) of the entity and its parent; and
- Total compensation and names of top five executives.

For the purposes of reporting into the FFATA Sub-Award Reporting System (FSRS) reporting site, the unique ENTITY identifier is the identifier used by DUN and Bradstreet Universal Numbering System (DUNS) number the entity has obtained from Dun and Bradstreet, and for Prime Awardees the DUNS number registered in the Central Contractor Registration as required by HUD regulation 24 CFR 5.1004.

The Grantee shall submit the Federal Financial Report (FFR) (Standard Form 425) for each project or program annually. A final FFR shall be required at the completion of the award agreement and shall use the end date of the project or grant period as the reporting end date.

HUD requires recipients to submit the FFR no later than 90 calendar days after the end of each specified reporting period for annual reports. Final reports shall be submitted no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by HUD upon request of the recipient.

- b. **Prime Awardee Executive Compensation Reporting.** Recipients and Other Prime Awardees must also report in the government wide website the total compensation and names of the top five executives in the prime awardee organization if:

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- More than 80% of the annual gross revenues are from the Federal Government, and those revenues are greater than \$25 million annually; and
 - Compensation information is not readily available through reporting to the Securities and Exchange Commission (SEC).
- c. Sub-award Executive Compensation Reporting. Recipients and other Prime Awardees must also report in the government wide website the total compensation and names of the organization if:
- More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
 - Compensation information is not readily available through reporting to the Securities Exchange Commission (SEC.)
- d. The FFATA Reporting Exemptions. The FFATA exempts any sub-awards less than \$25,000 made to individuals and any sub-wards less than \$25,000 made to an entity whose annual expenditures are less than \$300,000. Subawards with a cumulative total of \$25,000 or greater are subject to subaward reporting beginning the date the subaward total award amount reaches \$25,000. Any other exemptions to the requirements must be approved by the Office of Management and Budget. **If you have any problems or issues regarding FFATA, please notify the Grants Management and Oversight Division of HUD by calling 202-708-0667. The phone number may also be reached by individuals who are deaf or hard of hearing, or who have speech disabilities, through the Federal Relay Service’s teletype service at 800-877-8339.**

Further, each recipient of federal funds with a cumulative value greater than \$10 million and their Grantee See the following websites below:

- [FFATA Information System](https://www.fsrs.gov/)
<https://www.fsrs.gov/>
- [FFATA Sub-Award Reporting System](https://www.fsrs.gov/)
<https://www.fsrs.gov/>
- [Federal Subaward Reporting System \(Contractor User Guide 1.0\)](https://www.fsrs.gov/documents/fsrs_contractor_user_guide_1.0.pdf)
https://www.fsrs.gov/documents/fsrs_contractor_user_guide_1.0.pdf
- [Grants.gov \(Training Webinars\)](http://www.grants.gov/web/grants/learn-grants/grant-reporting.html)
<http://www.grants.gov/web/grants/learn-grants/grant-reporting.html>

The term **subaward** used in the FSRS database covers both subgrantees and contractors under the Prime Awardee (Grantee). The report list will indicate the “source” of the report. Those reports tied to a Contract award will list “contract” and those reports tied to a grant award will list “grant”.

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The federal funding reporting requirement (under FFATA) is that payments to subawards of federal grants **must** be reported when the payments total \$25,000 or more. Subawards include, first, subgrants, and, second, contracts by the grantee that carry out part of the grant purpose (as contrasted with providing ordinary business materials or services). Contractors that do lead hazard control work (such as outreach, enrollment eligibility verification, inspections, risk assessments, interim controls, or abatement) are carrying out the purpose of a lead hazard control grant. If they are to be paid \$25,000 or more, they must be listed in the FFATA database system, called FSRS.

D. English Language

The English language will be used in the 2017 Terms and Conditions as defined in 2 CFR §200.111 as stated below:

- All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

E. Conflict of Interest

“**Conflict of Interest (COI)**” as defined by 2 CFR §200.112, means the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. HUD is in the process of establishing the conflict of interest policy for the Awardees to follow. ***The Grantees will be notified in writing of the COI Policy within 60 days of implementation by HUD.***

F. Determining Subrecipient or Contractor Classification

“**Determining Subrecipient or Contractor Classification**” as defined by 2 CFR §200.330 means the Non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. **See OLVCHH’s Policy Guidance Number: 2017-02.**

G. Procurement Standards

“Procurement Standards” as defined by 2 CFR § 200.317 through § 200.326 means when procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state,

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will follow §§200.318 General procurement standards through 200.326 Contract provisions. See **OLHCHH's Policy Guidance Number: 2017-04.**

H. Treating Zero -Bedroom Pre-1978 Units with a Child under Age 6 under Lead Hazard Control Grant (New)

The new OLHCHH policy will expand the scope of target housing units that may be treated under its Lead Hazard Control Grant Programs (Lead-Based Paint Hazard Control (LBPHC) and Lead Hazard Reduction Demonstration (LHRD)) to include 0-bedroom dwellings constructed prior to 1978 in which a child under age 6 resides or is expected to reside. See Policy Guidance Number 2017-03.

PROGRAM REQUIREMENT (Articles)

1. Administrative Costs

LBPHC, LHRD, and Other Grants Awarded under section 1011 of the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X of the Housing Community Development Act of 1992, Public Law 102-550): Administrative costs may not exceed 10 percent of the federal grant award. For the purposes of grants awarded under section 1101 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, administrative costs are defined as overhead costs and costs of general management, oversight, and coordination. Administrative costs include all allowable and allocable direct administrative costs (costs for the general management, oversight, and coordination of the grant – i.e. program administration and indirect (F&A cost (defined in 2 CFR §200.56)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Part 3 Financial Reporting Form (Administrative Cost Summary).

Notwithstanding any Administrative Cost limits provided in a statute, regulation, or in the applicable NOFA, an indirect cost rate that is no greater than the approved rate negotiated with the applicant's federal cognizant agency shall be used.

2. Administrative Requirements

For all grantees, awards will be governed by 2 CFR Part 200 and these grant/cooperative agreement provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

Advance payments by the Treasury electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the Grant Officer. In accordance with 2 CFR §200.305, "Payment", to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply: (i) The Non-Federal entity receives less than \$120,000 in Federal awards per year; (ii) The best reasonably available interest-bearing account would not be expected to earn

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interest in excess of \$500 per year on Federal cash balances; (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

4. Allowable Costs

This is a cost reimbursement award. Except as described in **Article 3, "Advance Payment by Treasury Check or Electronic Funds Transfer,"** the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the form HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR/Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by 2 CFR Part 200.

5. Amendments

The Grant/Cooperative Agreement may be modified at any time by written amendment. Amendments that reflect the rights and obligations of either party shall be executed by both HUD (through the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer. See OLHCHH Policy Guidance 2013-03.

6. Amount of Cost Share

The estimated cost for the performance of this grant is the "Total Instrument Amount." See the form HUD-1044, Assistance Award/Amendment. The Grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this grant. **HUD shall not reimburse the Grantee in excess of the "Total HUD Amount" of the form HUD-1044.** HUD reserves the right to withhold three-percent (3%) of the Federal award amount pending the receipt and approval of a Final Report (with supporting documentation) prepared in accordance with the OLHCHH Policy Guidance 2012-05 and/or GTR instructions for the specific OLHCHH program and any amendments.

The proposed match contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The Grantee is not obligated to contribute more than the "Recipient Amount." However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount." The Grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on each quarterly SF-425 submission and on the final SF-425. The Grantee shall also include the eligible match on the Part 3 - Financial Reporting Form (Match Commitment Summary).

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For verification of the eligible match source(s) and verification of match for eligible program activities, the Grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following:

- Name of match source;
- Amount of match;
- Type of match (cash or in-kind);
- Description and purpose of eligible program activities performed as a result of receipt of the match;
- Documentation to substantiate the match from the matching organization/entity.

The match from the matching organization may include:

- Cash Contributions, verified by:
 - General ledger entries;
 - Expenditure reports;
 - Invoices;
 - Signed contracts/agreement;
 - Timesheets;
 - Activity Report, etc.
- In-Kind (Including third part contributions), verified by:
 - Identification of donated equipment, supplies, volunteers' services, etc.;
 - Fair Market Determination;
 - Invoices;
 - Timesheets and/or Activity Reports.

The Grantee must satisfy all statutory matching requirements in the NOFA. If the Grantee's actual matching contribution is less than "Recipient Amount" on the form HUD-1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's match, or to reduce the Government's share proportionally, or to require the Grantee to reimburse the Government from non-federal funds the amount of eligible match not met. The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the Grantee has a request to reduce match, the Grantee shall provide a revised SF-424, a revised form HUD 424 CBW, and a revised budget narrative. In addition, a justification is required.

7. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

Part 3 – Financial Reporting Form and Standard Form 425 Financial Status Report, detailing match or in-kind contributions, shall be submitted on a quarterly basis to the GTR via the reporting system specified in Article 38, Project Management System. OLHCHH must receive a signed original document. A Final Report (along with a final Standard Form 425) is due no later than 90 days after the end of the period of performance. See Article 6, Amount of Cost Share, regarding the holdback of 3% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of

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the activities to achieve this purpose (Federal, leverage and in-kind statutory percent match amounts). Failure to submit a Final Report within 90-days from the end of the grant period of performance may result in the grant being administratively closed and all outstanding funds recaptured by HUD or the Treasury. For guidance on how to complete the Grantee's Final Report, see **OLHCHH Policy Guidance 2012-05**.

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are incorporated into this award document. They include, but are not limited to:

- a. Standard Form 424 (SF-424), Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification of Consistency with the Consolidated Plan (HUD-2991)

9. Changes to Award Agreement

In accordance with 2 CFR Part 200 as applicable grantees/recipients and subgrantees must obtain the prior approval of the awarding agency (see **OLHCHH Policy Guidance 2013-03**) whenever any programmatic changes are anticipated to include the following:

- a. Subrecipient or Contractor receiving funds greater than \$3,500.00 classification must be approved in writing by the Grant Specialist/Grant Officer regarding their classification status;
- b. Any equipment in excess of \$5,000 must obtain prior approval in writing from the GTR or Grant Specialist;
- c. Contact Information must be provided within 30 days (See Article 13);
- d. Any revision of the scope or objectives of the project (e.g., change in target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks of numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained, etc.) regardless of whether there is an associated budget revision requiring prior approval);
- e. Need to extend the period of performance/availability of funds;
- f. Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget. Changes in key personnel as specified in an application or a grant award. In research projects, a change in the project director or principal investigator always requires approval;
- g. Contracting out, sub-granting (if authorized by law) or otherwise obtaining the third party (e.g. vendors) to perform activities that are central to the purposes of the award;
- h. International Travel – All international travel that is required to ensure the goals of the grant **MUST** have prior approval in writing from the assigned GTR with concurrence from the Grant Officer before the travel takes place.

10. Closeout (See OLHCHH Policy Guidance 2012-05)

The Grantee shall provide the closeout documentation to the GTR within 90 days after the end of the performance period, consisting of the following elements:

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- a. Final Narrative Report
- b. Final breakdown and justification of budget categories including direct costs, administrative costs, match/cost share and indirect cost rate, if applicable;
- c. Part 3 from the Healthy Homes Grants Management System (HHGMS) on-line quarterly reporting system;
- d. Final Federal Financial Report (SF-425)
- e. Final invoice for incurred expenses (All budget expenses reported in the SF-425, LOCCS and placed HHGMS must match before the grant can be closed out); and
- f. Final reporting into the Healthy Homes Grants Management System on-line quarterly reporting system (only if additional housing units were completed and cleared during the close out period).

The Grantee shall submit a final Section 3 Report (HUD 60002) to its local HUD Field Office at: https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

HUD will notify the Grantee in writing when the Grant/Cooperative Agreement is closed. The Grantee has three areas of continuing responsibility after closeout of award:

- a. Records and materials must be kept in a safe place and be accessible to HUD, auditors and other government officials for a period of at least 3 years from the end of the award's period of performance. This requirement also extends to all sub-grants/sub-wards and subcontracts the Grantee has executed for over \$10,000.
- b. Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the award document. Disposal of property must be in accordance with 2 CFR §200.310-§200.316. See **Article 37, Program income**, regarding use of those funds.
- c. Notification to the GTR and Grant Officer if at any time during the three-year period after the period of performance, the Grantee organization is discontinued or changes location. The GTR and Grant Officer shall be notified immediately of the new address or the address of the party retaining all records.

11. Conduct of Work

During the effective period of this grant, the Government Technical Representative shall be responsible for monitoring the technical effort of the Grantee. The Grantee **must** allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote monitoring within a reasonable timeframe (As set by the GTR or Grant Officer) may result in "High Risk" designation, suspension, or termination of grant. See **Article 46, Suspension and**

Termination (For Cause).

The Grantee or Subgrantee shall not engage in any unethical activities during the grant/cooperative agreement performance period. If HUD makes a determination that the Grantee or Subgrantee has engaged in unethical activities, the Grantee or Subgrantee will be subject to "High Risk" designation or suspension until such time as the activities have ceased and assurance acceptable to HUD is given that no further activities will occur; in addition, HUD may take enforcement action under 2 CFR §200.338.

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Mandatory Disclosure Requirements: The Grantee and Subgrantee must disclose, in a timely manner and in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make disclosures can result in any of the remedies described in §200.338. Actions taken are subject to **Article 46, Suspension and Termination (For Cause)**.

12. Collection of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, the approval time may considerably lengthen the time required for completion of the proposed project. The Grantee shall give careful consideration to requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a. The Grantee is conducting the collection of information at the specific request of HUD; or
- b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

The Grantee shall cooperate fully with any research or evaluation sponsored by HUD or another government agency associated with this grant program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators or HUD. This also may include the compiling of certain relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at <http://www.hhs.gov/ocr/privacy/>.

13. Contact Information Updates

The Grantee must inform the GTR within 30 days of any changes in contact information, including the organization’s name, address, telephone, e-mail, and key personnel or authorized official change.

The transferring of a grant or cooperative agreement to another entity/organization within the structure of the City, County, State, Native American Tribal (Federally recognized Indian Tribal Governments), College/University, Profit or Nonprofit Institutions requires notifying the GTR for involvement in the transferring process. In addition, the Grantee **must** submit a request and receive a written approval (HUD-1044) **prior** to the transfer from the Grant Specialist process through HHGMS. Failure to receive a written approval may result in sanctions, suspension, or termination of the grant or cooperative agreement. **See Articles 43 and 46, Sanctions, Suspension and Termination (For Cause)**.

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14. Copyright

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement/grant; and (b) any rights of copyright to which a Grantee or sub-Grantee or a contractor purchases ownership with award funds.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at <http://www.hud.gov/library/bookshelf11/>.

15. Direct Costs

"Direct Costs" as defined in 2 CFR §200.413 and in these terms and conditions, are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Detailed explanations of direct costs are provided in 2 CFR Part 200, Subpart E – Cost Principles.

Lead-Based Paint Hazard Control (LBPHC) grants, Lead Hazard Reduction Demonstration (LHRD) grants, and Healthy Homes Production (HHP) grants: OLHCHH Policy Guidance, "PGI-2015-01-Clarification of Costs for LHRD and LBPHC Grant Programs" clarifies program costs, administrative costs, direct cost, and indirect costs for LBPHC, LHRD, and HHP grants. ***Note that this policy guidance does not apply to Lead Technical Studies grants or Healthy Home Technical Studies grants.***

Cooperative Agreements that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of principles as defined by Subpart E – Cost Principles, 2 CFR§200.100 - §200.113.

16. Disputes

During the performance of the grant/cooperative agreement, disputes may arise between the Grantee and the GTR, or between Grantee and the Grant Specialist. If a dispute with the GTR arises, the Grantee may solicit the assistance of the Grant Specialist in resolving the dispute, and/or may appeal the determination by the GTR to the Grant Specialist.

If a dispute with the Grant Specialist arises, or if the Grantee has appealed a decision by the GTR to the Grant Specialist, the Grant Specialist shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.

If the Grantee disagrees with the final decision by the Grant Specialist, the Grantee may appeal the decision to the Director, Grants Services Division, OLHCHH. If the Grantee wishes to submit a second appeal, the Grantee may appeal to the Deputy Director, OLHCHH. If Grantee wishes to submit a third appeal, the Grantee may appeal to the Director, OLHCHH for a final decision.

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17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not-to-exceed “Total HUD Amount” on the form HUD-1044.

- Incurred costs shall be reimbursed through *e*LOCCS under the HUD's Line of Credit Control System. *e*LOCCS is accessed through the HUD internet portal called Secure Systems and sometimes referred to as the online systems. To use *e*LOCCS, you must Register as a “Business Partner” using this website: https://hudapps2.hud.gov/apps/part_reg/apps040.cfm.
- The grantees must complete the HUD -27054E LOCCS Access Authorization Form, which will specify the Business Partner(s) and HUD Programs you are authorized to access within *e*LOCCS. The weblink is: <http://portal.hud.gov/hudportal/documents/huddoc?id=27054E.pdf> .
- The Grantees (all new or reinstated user who needs to access *e*LOCCS) will need to complete the LOCCS HUD-27054E form, have it notarized, and send the *original* HUD-27054E LOCCS Access Authorization Form (with the original signature and notary seal) via U.S. Mail to the **OLHCHH (Grant Officer)** for review.
- The **Grant Officer** must review the form and validate that the grantee is the correct official accessing the grant, and program area requests are accurate. The **Grant Officer** signs and dates the HUD-27054E LOCCS Access Authorization Form acknowledging the review and authorization. The Program Office must then send the original LOCCS Access Authorization Form (with the *original* signature and notary seal) via U.S. Mail to the OCFO’s Security office.
- To register as a “Coordinator or User” you will need a Secure System’s User ID and use the Secure Systems Registration weblink:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/reac/online

Before receiving funds from HUD, the Grantee must designate a financial institution in order for HUD to make direct deposit payments through the ACH system. In the event that the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least 30 days prior to the date such change is to become effective.

The Grantee shall submit to the GTR the original documents (voucher) related to reimbursements requested for work performed. The voucher shall be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 – Financial Reporting Form in accordance with OLHCHH Policy Guidance PGI 2015-02, “Line of Credit Control System (*e*LOCCS) Reimbursement Procedures”.

Note: Should you have any questions, please contact your Grant Officer.

Funds advanced to the Grantee shall be maintained in an interest-bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. **All remittances shall be accomplished as follows:**

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The check should be made out to:

U.S. Department of Housing and Urban Development with the grant number on the check stub.
Express Mail to:

**Department of Housing and Urban Development
451 7th Street SW, Room 8236
Washington, DC 20410-3000
Attn: Jeffrey Simpkins**

The Grantee may retain up to \$500.00 of interest earned per Grantee's fiscal year for administrative expenses (2 CFR §200.305(b)(9)).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, <http://www.fms.treas.gov/cmia/> as it pertains to interest).

18. Equipment

The following equipment in excess of \$5,000 is allowable, in accordance with the OLHCHH NOFA for the applicable grant program, to be acquired for the performance of this grant/cooperative agreement:

- **XRF Instruments;** X-Ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OLHCHH Grant programs will remain the property of the Grantee under the conditions cited in 2 CFR §200.313, as applicable.
- **Leased Vehicles; Leasing Motor Vehicles;** must be used by the Grantee in the program or project for which it was acquired for as long as needed and must not encumber the property without prior approval of the OLHCHH in accordance with 2 CFR §200.313(c).

19. Flow Down Provisions

If the Grantee sub-awards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the sub-award agreement these Terms and Conditions and any other provisions as may be necessary to ensure that the sub-grantees or sub-recipients comply with the requirement of the cooperative agreement/grant.

In accordance with 2 CFR §200.328, "Monitoring and Reporting Program Performance" Grantees are responsible for oversight for the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Grantee must cover each program, function or activity. See also 2 CFR §200.331 – "Requirements for Pass-Through Entities".

20. Grantee Lead Certification Program Requirement

The Grantee and Subgrantee agrees that any funds under this grant used for lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State or Tribal area in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-

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approved course in lead-safe work practices, such as the EPA (or EPA-authorized State or Tribal) repair, renovation and painting certified renovator course), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under EPA's National Lead Laboratory Accreditation Program.

21. Single Audit Reporting Requirements

In accordance with 2 CFR Part 200, Subpart F – Audit Requirements, a Single or Program Specific Audit Report must be conducted each fiscal year for non-federal entities that exceeds \$750,000 in federal grant awards and submitted to the Federal Clearing House System as a requirement under the Single Audit Act of 1984 (amended in 1996). Grants or Cooperative Agreements may be placed on “High Risk” designation, suspended, or terminated for failing to submit the Single Audit Report. **See Article 46, Suspension and Termination (For Cause).**

The website for the Single Audit Report submission is:

<https://harvester.census.gov/facweb/>

22. HUD's Right to Audit and Disallow Cost and Recover Funds

The Government reserves the right to **recover and recapture any funds** that were not expended in accordance with the requirements; considered an **ineligible program cost**; or conditions of this agreement based upon HUD review, the final audit, monitoring site visit or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

Access to Records of Grantees and Subgrantees - HUD and the Comptroller General of the United States, or any of their authorized representatives, **shall have the right to access** any books, documents, papers, or other records of Grantees and Subgrantees that are pertinent to the grant, in order to conduct audits, monitoring visits, examinations, excerpts, and transcript.

Later Disallowances and Adjustments - the closeout of a grant does not affect:

- HUD's right to disallow costs and recover funds on the basis of a later audit or other review (2 CFR §200.344);
- The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment (2 CFR §200.344);
- Audit requirements in 2 CFR Part 200, Subpart D – Post Federal Award Requirements of this part, §200.333-§200.337;
- Property management and disposition requirements in 2 CFR §200.310 – §200.316; and
- Audit requirements in CFR Part 200, Subpart F – Audit Requirements.

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23. HUD's Substantial Involvement

If this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- a. Review and possibly suggest amendments to the study design, including:
 - Study Objectives
 - Field Sampling Plan
 - Sample Handling and Preparation
 - Sample and Data Analysis
 - Quality Assurance
- b. Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).
- c. Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

24. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning on the effective date on the form HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer with concurrence of the GTR.

25. Indirect (F&A) Cost Rate

If the Grantee has received a current federally negotiated indirect cost rate from its cognizant agency, reimbursement will be made on the basis of the current federally negotiated indirect cost rate.

Any Grantee that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of **Modified Total Direct Costs (MTDC)*** which may be used indefinitely. As described in 2 CFR §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. [**See definition on page 5*]

In Category 10, the Indirect Costs, on the HUD-424-CBW, the Grantee shall enter the federally negotiated indirect cost rate or the de minimis rate of 10%. Then the Grantee must apply the appropriate indirect cost rate and base (MTDC) to calculate the total estimated indirect cost for the grant or cooperative agreement. **Therefore, in Category 10: Rate x Base (MTDC) = Estimated Cost.**

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26. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned Field Representatives.

27. Key Personnel (If Applicable)

Personnel specified as key personnel in the original grant application, Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. **The Program Manager must commit at least 75% of his/her time to grant award.** Prior to diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the Grant Officer and GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the Grant Officer.

28. Liability Insurance

Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447.

Medical liability (malpractice) insurance as defined by 2 CFR §200.447, "Insurance and indemnification," is ***an allowable cost of Federal research programs only*** to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance ***costs must be treated as a direct cost*** and must be assigned to individual projects based on the manner in which the insurer allocates the risk to the population covered by the insurance.

29. Limitation on Consultant Payments

Consultants may not be paid, or provided reimbursement for payment, whether retained by the federal government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current federal pay year in which the consultant performs services under the grant/cooperative agreement.

30. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. section 1352 provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered

Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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31. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

32. Grant Deliverables (If Applicable)

The Grantee shall complete and submit a detailed management and work plan, benchmarks (with Benchmark Standards-Form HUD 96008), budget and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant/cooperative agreement. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative (GTR) for the grant program as applicable.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for sub-recipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan, and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. (See, also, **Article 39, Project Management System**).

33. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- Statutes;
- Regulation other than 2 CFR Part 200, Uniform Administrative Requirements (see below);
- The applicable NOFA, including the General Section and the Program Section;
- Grant Agreement (form HUD-1044), including Terms and Conditions;
- Management and Work Plan;
- Special Conditions;
- Schedule of Articles;
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Grantee's Proposal (If incorporated, except for the Management and Work Plan see above).

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34. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.” Inquiries regarding this Patent Rights clause should be in writing and directed to:

[GTR identified on the form HUD-1044]
Government Technical Representative
U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 8236
Washington, DC 20410-3000

35. Period of Performance and Extensions and Incurring Costs or Obligating Federal

The Grantee shall provide all services stipulated in this award agreement for the period of months specified on the form HUD-1044, “Assistance Award/Amendment” Continuation Sheet from the effective date stipulated on the form HUD 1044. Grantees are to comply with the requirement of 2 CFR §200.309 and §200.343, as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within 90-days after the end of the period of performance.

The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.

An extension of the award period can be authorized only by the Grant Officer in writing. Neither verbal assurances, nor written assurances of funding from other than the Grant Officer, shall constitute authority to obligate funds for programmatic activities beyond the expiration date.

The OLHCHH has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of the OLHCHH.

36. Pre-Award Costs

Prior to the effective date of the Grant/Cooperative Agreement, a Grantee may, at its own risk, incur pre-award costs with prior written approval of the Grant Officer with the concurrence of the GTR. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

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37. Profit/Fee

No increment above cost, fee, or profit shall be paid to the Grantee or any subgrantee or sub-recipient under this award.

38. Program Income

Any program income derived as a result of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award in accordance with 2 CFR Part 200 as applicable, including 2 CFR §200.305 and §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

39. Project Management System

a. Deliverables

The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing form HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

b. Quarterly Progress Reports

Quarterly reports will be due no later than January 30th, April 30th, July 30th and October 30th, for the preceding quarter following the initiation of the grant through project closeout, and should be submitted as soon as possible after the end of the quarter. If a due date falls on a federal weekend or holiday, or on an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. In addition, a separate document illustrating match contribution for each quarter is required. [See **Article 6, Amount of Cost Share.**] Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

The Grantee shall use the Healthy Homes Grant Management System (HHGMS), or a replacement system selected by the OLHCHH, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

In the event that a Grantee cannot access the Internet, a "Word template" version of the HHGMS reporting forms is available. Completed quarterly reports in this format should be submitted to Healthy Homes Grant Management System (HHGMS) or other Internet address or other method as advised by the GTR.

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The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its “eLOCCS Request Voucher for Grant Payment” processed and/or approved for payment until such time as the quarterly progress report is submitted to HUD.

c. Annual Reports

Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The Form HUD-60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted annually by January 10. See website:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

Race and Ethnic Data Reporting Form HUD-27061. The Race and Ethnic Data Reporting Form must be submitted annually by January 10.

d. Final Report

The Final Report shall summarize the applicant’s plans, execution of the plans, achievements noted, and lessons learned. The Report need not be lengthy, but should be of a quality and detail to provide a freestanding description to any outside reader of all of the applicant’s work and achievements under the grant. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on Form HUD-1044. **See Article 10, “Closeout” and Policy Guidance Number PGI 2012-05, “Closeout Procedures for OHHLHC Grantees.”**

40. Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include the Grantee and the Grantee’s sub-recipients.

Interim and final reports (need to confirm that this includes the required scientific manuscript) may not be published by the recipient or any sub-recipients participating in the work for a period of sixty days (60) after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the recipient or other participants in the work shall contain the following acknowledgment and disclaimer:

“The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.”

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Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any sub-recipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event, later than coincidental with release.

41. Release of Funds and Environmental Certification

Award of a FY2017 OLHCHH grant does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization or related hazard remediation work must comply with 24 CFR Part 58, “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. Recipients that are States, units of general local government or Native American Tribes must carry out environmental review responsibilities as responsible entities, defined under Part 58. Recipients that are not-for-profit firms, educational or for-profit institutions must contact and partner with the responsible entity, usually the unit of general local government or Native American Tribe of the target area(s), to assume the environmental review responsibilities. Should the responsible entity objects to performing the environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provision of 24 CFR Part 50. When HUD performs the review itself, following grant award execution, HUD will be responsible for ensuring that any necessary environmental reviews are completed.

| Originals | Copies: |
|--|--|
| Karen M. Griego Program Environmental Clearance Officer Office of Lead Hazard Control and Healthy Homes U.S. Department of Housing and Urban Development 500 Gold Avenue SW, Ste. 7301 Albuquerque, NM 87102 Tel. (505) 346-6462 Fax (815) 572-0033 Karen.M.Griego@hud.gov | (HUD Address on the HUD-1044) Attn: GTR on the HUD-1044 |

HUD will not make additional payments from the amount awarded to a Grantee for lead hazard evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices).

Any additional funds requested by the Grantee shall be requested in accordance with **Article 17, “Estimated Cost and Payment - Line of Credit Control System (LOCCS).**

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42. Review of Deliverables

Deliverables include, but are not limited to:

- a. All interim and final reports;
- b. Survey instruments required by the Management and Work Plan, if applicable;
- c. Other physical materials and products produced directly under the Management and Work Plan of this grant, if applicable;
- d. Match, in-kind and leverage commitments, if applicable.

The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables, above, of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of narrative deliverables shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style readability.

43. Sanctions

Failure to comply with the Federal statutes; regulations, including 2 CFR Part 200; or the requirements established in the award and these provisions, including failure to submit reports **on time and in accordance with the requirements** contained in these provisions, may result in the GTR/Grant Officer taking action to limit access to program funds. Actions by the GTR/Grant Officer may include, but are not limited to: requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant/Cooperative Agreement for non-performance as defined in Article 46, Suspension and Termination (For Cause). HUD may take enforcement action under 2 CFR §200.338, as applicable.

44. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Grantee's original/revised application under this NOFA as well as the subsequent Statement of Work / Management and Work Plan and Benchmark schedule.

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45. Special Conditions

Special Conditions to this award are listed on the form HUD-1044 Continuation Sheets.

46. Suspension and Termination (For Cause)

The Grant Officer may, on reasonable notice to the Grantee and/or Subgrantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee and/or Subgrantee. The award may be terminated in whole or in part before the end of the performance period **for cause** when the Grantee and/or Subgrantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results. Action will be taken in accordance with 2 CFR §200.338 – §200.342.

Effects of Suspension and Termination

Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and;
- The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- **Relationship to debarment and suspension:** The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Subgrantee from being subject to “Debarment and Suspension” under Executive Orders 12549 and 12689, CFR Part 180 as outlined in CFR §200.338.

ATTACHMENT: LIST OF ACTIONS DUE

| Action | Due Date (Deliverables may be provided earlier)¹ |
|--|--|
| Management and Work plan, written policies and procedures, benchmarks and revised budget with a breakdown of the match | 60 days after effective date of grant/cooperative agreement |
| Request for Release of Funds and Certification | 90 days after effective date |
| Institutional Review Board approval (if applicable)/Approval of Request for Release of Funds and Certification | 120 days after effective date |
| Grant work/deliverables | As per benchmarks following Institutional Review Board approval/Approval of Request for Release of Funds and Certification |

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| | |
|---|--|
| Quarterly Progress Reports with a separate attached document illustrating match status and a current SF-424 | 30 days after quarter ends, i.e.: January 30, April 30, July 30, October 30 |
| FFATA Sub-Award Reporting System | By the end of the month following the month in which the Grantee awards a subgrant greater than or equal to \$25,000 |
| Economic Opportunities for Low- and Very Low-Income Persons (Section 3) | January 10 annually |
| Race and Ethnic Data Reporting | January 10 annually |
| Annual Audit | Annually base on the Grantee's fiscal year |
| Deliverables | In accordance with benchmark schedule |
| 90-day letter confirms all elements outlined in the grant or cooperative agreement have been met. | Due prior to the end of the period of performance |
| Final Report (Grant Award) and Research Paper or Publication (Cooperative Agreements). | 90 days after the end of the period of performance |

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number:

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

