



**U.S. Department of Housing and Urban Development
Office of Policy Development and Research**



**Eviction Protection Grant Program
Fiscal Year 2022 - Terms and Conditions**

TABLE OF CONTENTS

I GENERAL

1. Introduction
2. Overview of Award Implementation
3. Definitions
4. System for Award Management and Universal Identifier Requirements
5. Federal Funding Accountability and Transparency Act (FFATA)
6. English Language
7. Code of Conduct
8. Determining Subrecipient or Contractor Classification
9. Procurement Standards

II PROGRAM REQUIREMENTS

1. Administrative Costs
2. Administrative Requirements
3. Advance Payment by Treasury Check or Electronic Funds Transfer
4. Cost Reimbursement
5. Amendments
6. Budget
7. Certifications and Assurances
8. Prior Approval Requirements (Changes to Award Agreement)
9. Closeout
10. Conduct of Work
11. Collection of Data
12. Contact Information Updates
13. Copyrights
14. Direct Costs
15. Disputes
16. Estimated Cost and Payment
17. Equipment
18. Flow Down Provisions
19. Single Audit Reporting Requirements
20. HUD's Right to Audit and Disallow Cost and Recover Funds
21. Incurrence of Costs
22. Indirect (F&A) Cost Rate
23. Inspection and Acceptance
24. Key Personnel
25. Liability Insurance
26. Limitation of Consultant Payments
27. Limitation on Payments to Influence Certain Federal Transactions
28. Lobbying Activities Prohibition
29. Management of Grant Deliverables
30. Order of Precedence
31. Patent Rights (Small Business Firms and Nonprofit Organizations)

- 32. Period of Performance (POP) Extensions, Incurring Costs, and Obligating Federal Funds
- 33. Pre-award Costs
- 34. Profit
- 35. Program Income
- 36. Program Services Model
- 37. Project Management
- 38. Publications and News Releases
- 39. Review of Deliverables
- 40. Sanctions
- 41. Scope of Work
- 42. Special Conditions
- 43. Suspension and Termination

APPENDIX 1 - List of Actions Due

I GENERAL

1. Introduction

- 1.1. This instrument is governed by the 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” commonly referred to as the Uniform Guidance. The Uniform Guidance streamlines and consolidates government requirements for receiving and using federal awards to reduce administrative burden and improve outcomes. The Office of Management and Budget (OMB) recently made major changes and updates to the Uniform Guidance, which became effective November 12, 2020.
- 1.2. In this instrument, the term “recipient” refers to the “grantee; and these two terms are used interchangeably throughout this document. The Grant Agreement (also referred to as an award document) consists of the HUD-1044 (including the policies and guidance and any special conditions outlined in the HUD-1044) and this Terms and Condition document. Recipients must review their official award document for additional administrative and programmatic requirements.
- 1.3. Recipients and any subrecipients must comply with the applicable Terms and Conditions outlined below. Also, recipients must review and comply with Eviction Protection Grant Program Policy Guidance applicable to the program.
- 1.4. By acceptance of the grant award, each recipient/grantee agrees to comply with these requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions outlined in 2 CFR§200.339 and §200.340.

2. Overview of Award Implementation

- 2.1. This instrument reflects the acceptance of the proposed budget, key personnel and partners, and primary conditions of the applicant’s awarded proposal, or any subsequent negotiated revision, submitted in response to the Notice of Funding Opportunity (NOFO) for the Department of Housing and Urban Development Eviction Protection Grant Program, indicated on the form HUD-1044 cover page. As a condition of this grant award, the Grantee and subrecipients, as applicable, agree to submit the following information and documents (together, the DRGR Action Plan) to HUD via the Disaster Recovery Grant Reporting System (DRGR) within 30 calendar days of the Period of Performance start date (located on form HUD-1044):
 - a. a final negotiated budget, activity description, and project timeline to include deliverables and expected outcomes; and
 - b. policies and procedures for how the grant will be administered, including how services will be allocated, and how program data will be collected.
- 2.2. The DRGR Action Plan shall distinguish service activities and administrative activities, along with their respective budgets, for the Grantee and each subrecipient, as applicable. Performance measures and expenditures will be tracked at the activity level. In order to report accomplishments, corresponding performance goals must be established in the DRGR Action Plan activities.

- 2.3. The assigned Government Technical Representative (GTR) will inform the Grantee in writing when the DRGR Action Plan is approved, or whether changes are needed. HUD's comments and revisions, if any, will be provided to the Grantee within 14 calendar days of receipt of the DRGR Action Plan. If revisions are requested, the Grantee shall modify the DRGR Action Plan based on the GTR's comments and resubmit a revised DRGR Action Plan for GTR approval within 14 calendar days after receipt of comments from the GTR. Upon approval by HUD, the DRGR Action Plan is incorporated into these Terms and Conditions of the Grant Agreement.

NOTE: If identified issues are not addressed satisfactorily, HUD may terminate the Grantee's grant based on failure to successfully conclude negotiations or provide HUD with the requested information, according to Section VI.A. of the NOFO for which the Grantee applied.

3. Definitions

The following terms and definitions are in accordance with 2 CFR Part 200 and the applicable NOFO.

- 3.1. **Allocable Costs** as defined in 2 CFR §200.405, are costs that are assignable to a particular Federal award or cost objective if the goods or services involved are chargeable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
- a. is incurred specifically for the Federal award;
 - b. 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
 - c. is 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.
- 3.2. All activities that benefit from the Grantee's indirect costs, including unallowable activities and services donated by the Grantee or to the Grantee by third parties, will receive an appropriate allocation of indirect costs.
- 3.3. 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 and conditions of the Federal awards, or for other reasons.
- 3.4. **Allowable Costs**, as defined in 2 CFR §200.403, are those costs that are:
- a. necessary and reasonable for the performance of the Federal award and are allocable to the Federal Award;
 - b. Conform to any limitations or exclusions set forth herein, in the NOFO, or in the Federal award as to types or amount of cost items;
 - c. consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the Grantee;
 - d. accorded consistent treatment. 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;
 - e. determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR Part 200;

- f. not included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
 - g. adequately documented. See also §§200.300 through 200.309 of 2 CFR 200; and
 - h. incurred during the approved budget period.
- 3.5. **Assistance Award/Amendment- HUD 1044** The HUD 1044 is used for changes in key personnel, etc., and primary contact/recipient of the quarterly assessment report. To be signed and dated by the authorized representative of the applicant organization.
- 3.6. **Authorized Representative or Official** (Commonly referred to as the Authorizing Official or AO) is the official at the operational level who has the responsibility for the full measure of the mission and the authority to obligate funds to support the grant from the primary recipient.
- a. A copy of the governing body's authorization permitting this individual to sign the HUD 1044 as the official representative must be on file in the applicant's office. The Authorized Representative should be the same individual who signed the SF-424, Application for Federal Assistance.
- 3.7. **Contract** as defined in 2 CFR §200.1 is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.
- 3.8. **Contractor** means an entity that receives a contract as defined in 2 CFR §200.1.
- 3.9. **Direct Costs** as defined 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:
- a. Compensation of employees for the time devoted and identified specifically to the performance of those awards;
 - b. Cost of materials acquired, consumed, or expended specifically for the awards;
 - c. Equipment and other approved capital expenditures; and
 - d. 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 NOFO for specific information regarding what constitutes Direct Costs for your program and any applicable programmatic requirements to which you must adhere.**
- 3.10. **Disallowed Costs** means those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions contained in the award.
- 3.11. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 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.

- 3.12. **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.
- 3.13. **Grant Award (Federal Award)** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, consists of the Grant Agreement (also referred to as an award document).
- 3.14. **Grantee (or Recipient)** means an entity, usually but not limited to non-federal entities that receive a Federal award directly from the Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.
- 3.15. **Grant Officer** means the official authorized by HUD to execute and/or administer this grant.
- 3.16. **Disaster Recovery Grant Reporting System (DRGR)** is the HUD online data management system that allows the processing of administrative and technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grant Officer.
- 3.17. **HUD** means the U.S. Department of Housing and Urban Development.
- 3.18. **High Risk Designation** may occur as a result of unsatisfactory performance or when a grantee has not complied with Federal statutes, regulations, including 2 CFR Part 200, or requirements established in the grant award or these provisions, including failure to submit reports on time and in accordance with the requirements herein. The high-risk designation will stay in place until the corrective actions provided by HUD to the grantee in the High-Risk Designation amendment have been addressed. If the corrective actions are not addressed within the required time frame HUD may pursue sanctions as defined in Section II.40 or ultimately suspension and termination as described in Section II.43, below.
- 3.19. **Indirect Costs** are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are generally charged to Federal awards through the development and application of an indirect cost rate (ICR).

Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX of 2 CFR Part 200 as follows:

- a. Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs).
 - b. Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
 - c. Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans.
 - d. Appendix VI to Part 200 - Public Assistance Cost Allocation Plans.
 - e. Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.
 - f. Appendix IX to Part 200 - Hospital Cost Principles.
- 3.20. **Line of Credit Control System (LOCCS)** is a grant and subsidy disbursement system that handles disbursement and cash management for HUD grant programs. DRGR submits approved vouchers to LOCCS for payment in nightly batches following HUD approval. **Grantee users do NOT have to apply for LOCCS accounts.**
- 3.21. **Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards 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 sub-award 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.
- 3.22. **Must (or Shall)** means a mandatory requirement of the Terms and Conditions in association with the form HUD-1044 for the grant.
- 3.23. **NOFO** means the Notice of Funding Opportunity that announced the availability of funding for this award.
- 3.24. **Non-Federal Entity** 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.
- 3.25. **PD&R** means the HUD Office of Policy Development and Research.
- 3.26. **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.
- 3.27. **Pass-Through Entity** means a non-Federal entity that provides a sub-award to a subrecipient to carry out part of a Federal program.
- 3.28. **Period of Performance (PoP)** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods.
- 3.29. **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.
- 3.30. **Should** means the best practices or recommended approach of the Terms and Conditions in association with the form HUD-1044 for the grant.
- 3.31. **Standard Form-424 (SF-424)** - the application for Federal assistance programs required by discretionary grant programs.
- 3.32. **Sub-award** 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 sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- 3.33. **Subrecipient or Subgrantee** means an entity, usually but not limited to non-Federal entities, that receives a sub-award from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

4. System for Award Management and Universal Identifier Requirements

- 4.1. Unique Entity Identifier – As of April 4, 2022, HUD financial systems transitioned away from using the DUNS Number and now use the new Unique Entity ID (UEI) as a means of entity identification for federal awards. **If your entities are actively registered in SAM.gov, GSA has already assigned a new Unique Entity ID.** The new Unique Entity ID is viewable in the SAM.gov entity registration record. Go to fsd.gov and select the green “Help on UEI Transition” button to learn more.
- 4.2. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in SAM. This includes information on your immediate and highest-level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.
- 4.3. If you are authorized to make subawards under this Federal award, you: must notify potential subrecipients that no entity may receive a subaward from you until the entity has provided its Unique Entity Identifier. A subaward may not be made to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

5. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

- 5.1. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires disclosure of all entities and organizations receiving federal funds through a single publicly accessible website, USASpending.gov. USASpending.gov includes information on each federal financial assistance award and contract over \$30,000, including such information as:

- a. The name of the entity receiving the award
 - b. The amount of the award
 - c. Information on the award including transaction type, funding agency, etc.
 - d. The location of the entity receiving the award
 - e. A unique identifier of the entity receiving the award; and
 - f. Names and compensation of highly compensated officers (as applicable)
- 5.2. Recipient Reporting. Recipients are required to report sub-awards on the Federal Sub-award Reporting System (FSRS) Website www.FSRS.gov.
- 5.3. Prime financial assistance awardees receiving funds directly from HUD are required to report sub-awards and executive compensation information both for the award and sub-awards, where both the initial award is \$30,000 or greater or the cumulative award will be \$30,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and sub-award 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 sub-award is obligated to fulfill the reporting requirement. For more information on FFATA Reporting visit FSRS, USASpending.gov, and HUD's [Grants Information webpage](#).

6. English Language

The English language will be used in the 2022 Terms and Conditions as defined in 2 CFR §200.111:

- 6.1. 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.
- 6.2. 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.

7. Code of Conduct

- 7.1. Code of Conduct for HUD Grant Programs - All Federal award recipients, except states, and all subrecipients under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meet all requirements in 2 CFR 200.318(c) regarding conflicts of interest. Each applicant selected for an award (other than a state) must ensure an up-to-date copy of the organization's code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in [HUD's Code of Conduct e-library](#). Applicants can check the [Code of Conduct List at Code of Conduct for HUD Program](#) to confirm if HUD has determined their Code of Conduct complies with 2 CFR §200.318(c)(1). HUD does not collect or review state codes of conduct for compliance with 2 CFR 200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from

its non-Federal funds, as provided in 2 CFR 200.317.

- 7.2. 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.
- 7.3. Other Conflicts of Interest - In all cases not governed by 2 CFR 200.317 and 200.318(c), all recipients and subrecipients must comply with the conflict of interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict of interest requirements apply in all cases not governed by 2 CFR 200.317 and 200.318(c):
- a. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.
 - b. Exceptions. HUD may grant an exception to the general prohibition in paragraph 6.3.a, upon the recipient's written request and satisfaction of the threshold requirements in paragraph 6.3.c, if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph 6.3.d.
 - c. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:
 - (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
 - d. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph 6.3.c, HUD will consider the cumulative effect of the following factors, where applicable:
 - (i) Whether the exception would provide a significant cost-benefit or an essential degree of expertise to the program or project that would otherwise not be available.
 - (ii) Whether an opportunity was provided for open competitive bidding or negotiation.
 - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 6.3.a.
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

Important: Recipients must disclose in writing any potential conflict of interest to HUD.

8. Determining Subrecipient or Contractor Classification

Determining Subrecipient or Contractor Classification as defined by 2 CFR§200.331 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. Please note that a non-federal entity partner to the prime recipient cannot operate as both a contractor and a subrecipient on the same award.

9. Procurement Standards

Procurement refers to the process of selecting contracts, establishing price and terms to acquire goods and services. Recipients must follow the procurement standards articulated in 2 CFR 200.

- 9.1. States must follow the same policies and procedures it uses for procurements from its non-Federal funds. States must comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327.
- 9.2. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

II PROGRAM REQUIREMENTS

1. Administrative Costs

Administrative costs may not exceed 10 percent of the federal grant award. 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 §200.414)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Federal Financial Report.

Notwithstanding any Administrative Cost limits provided in a statute, regulation, or the applicable NOFO, 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and these grant provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

- 3.1. 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.
- 3.2. In accordance with 2 CFR §200.305, “Federal 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:
 - a. The Non-Federal entity receives less than \$250,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest over \$500 per year on Federal cash balances.
 - c. 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.
 - d. A foreign government or banking system prohibits or precludes interest-bearing accounts.
- 3.3. 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 performance report on time, the authorization for advance one-time payment may be revoked. The Grantee may then be required to finance the project with its 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. Cost Reimbursement

This is a cost-reimbursement award. Except as described in Section II.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 over 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 is 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 Subpart E.

5. Amendments

The Grant 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.

6. Budget

- 6.1. The Grantee shall incur eligible costs in conformance with the final negotiated budget. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.
- 6.2. Deviations from the approved DRGR Action Plan are subject to the uniform administrative requirements for revision of budget and program plans (2 CFR §200.308), except that the automatic waiver under 2 CFR §200.308(e)(4) does not apply to this Grant. Any change to the DRGR Action Plan will be considered a change in project scope under 2 CFR §200.308(c)(1). The Grantee assumes the risk for all DRGR Action Plan deviations the Grantee makes without the Grant Officer's prior written approval, including the risk of charging costs that may later be disallowed. The Grantee is therefore encouraged to seek prior written approval for all DRGR Action Plan deviations, regardless of whether prior written approval is required.
- 6.3. In addition to the general requirement that any costs incurred are allowable as described in Section I.3.4, grantees must also ensure that costs follow Eviction Protection Grant Program specific allowability requirements below.
 - a. Program Operations. Program operation costs are program implementation, management, and oversight activities that are directly attributable and specifically identified with this grant. All costs must be reasonable and clearly detailed. Examples of costs may include but are not limited to the following:
 - i. Staff and contractor recruitment.
 - ii. Salaries and wages for direct hires or contractors working directly on activities supported by this grant.
 - iii. Fringe benefits for direct hires working directly on activities supported by this grant. Fringe benefits are allowable as a direct cost in proportion to the salary charged to the grant, to the extent that such payments are made under formally established and consistently applied organizational policies.
 - iv. Program marketing/advertising and printing.
 - v. Procurement of materials and supplies for program administration other than administrative costs. Materials and supplies are defined as tangible personal property other than equipment, costing less than \$5,000. Materials and supplies that are necessary to carry out the project are allowable as prescribed in 2 CFR § 200.453.
 - vi. Local travel.
 - b. Information Technology and IT Services. Costs are directly attributable to providing eligible services, tracking service activities, and collecting program monitoring data, in each case to the extent directly attributable to the Eviction Protection Grant Program. Examples of such costs may include but are not limited to the following:
 - i. Procurement and maintenance of legal research or case management tools, software or databases, and other tools
 - ii. Information technology consulting services
 - c. Client Intake, Assessment, and Reasonable Accommodations. Costs directly attributable to activities that ensure the client's needs and goals are fully understood and that they get the maximum benefit from the program to address their needs and goals. Examples of such costs may include but are not limited to the following:

- i. Assistance to client in locating proof of eligibility
 - ii. Fees to use standardized assessment tools
 - iii. Translation (Limited English Proficiency) services
 - iv. Development of list of resources to refer the client to, which will address needs outside of the scope of this program
 - v. Any costs associated with providing a reasonable accommodation for a beneficiary with a disability or a potential beneficiary applying to participate in the program.
 - vi. Any costs associated with ensuring effective communication with applicants and beneficiaries with visual, hearing, speech, and other communication-related disabilities.
 - d. Program Equipment. Costs that are directly attributable to providing eligible services, tracking service activities, and collecting program monitoring data. Examples of such costs may include but are not limited to the following:
 - i. Procurement of equipment. Equipment means tangible nonexpendable personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or less; however, procurement of equipment with unit cost in excess of \$5,000 is allowable if prior written approval is obtained from HUD.
 - e. Professional Development. Costs directly attributable to activities that are intended to improve the organization's ability to ensure high-quality program outcomes and to share information about the program with industry groups, stakeholders, or HUD and its contractors. Professional development costs require prior approval by HUD. Examples of such costs may include but are not limited to the following:
 - i. Certification and/or training in eligible services tracking service activities, collecting program monitoring data, or related areas, including travel costs and training fees.
 - ii. Peer group conference registration and travel.
- 6.4. The signed Standard Form 425 Federal Financial Report shall be submitted quarterly to the GTR via the DRGR reporting system by attaching the report to the corresponding quarterly report as specified in Section II.37, Project Management. A Final Report (along with a final Standard Form 425) is due no later than 120 days after the end of the period of performance. See Section II.9, Closeout, regarding the holdback of 5% 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 the activities to achieve this purpose.

7. Certifications and Assurances

- 7.1. 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)

8. Prior Approval Requirements (Changes to Award Agreement)

- 8.1. In accordance with 2 CFR 200.308, as applicable, grantees/recipients and subgrantees must obtain prior approval from HUD whenever any changes are anticipated to include the following:
- a. Purchase of equipment over \$5,000.
 - b. Any revision of the DRGR Action Plan, including any change to the budget or project scope or objectives (e.g., change in the target area(s), intervention methods, interim or final benchmarks, services to be provided, clients to be served, number of people to be trained, etc.) regardless of whether there is an associated budget revision.
 - c. Request to extend the period of performance/availability of funds.
 - d. Changes in key personnel as specified in an application or a grant award.
 - e. 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
 - f. Any international travel that is required to meet the goals and objectives of the grant.
 - g. The transferring of a grant to another entity/organization, requires notifying the GTR for involvement in the transferring process. The Grantee must submit a request and receive written approval from the Grants Officer via a HUD 1044 amendment. Failure to receive written approval may result in sanctions, suspension, or termination of the grant. See Section II .40 and 43, Sanctions, Suspension, and Termination (For Cause).

9. Closeout

- 9.1. The Grantee shall provide the closeout documentation to the GTR within 120 days after the end of the performance period, consisting of the following elements:
- a. Final Narrative Report;
 - b. Final breakdown and justification of budget categories including direct costs, administrative costs, and indirect cost rate, if applicable;
 - c. Final Federal Financial Report (SF-425);
 - d. The final invoice for incurred expenses (All budget expenses reported in the SF-425 and placed in DRGR must match before the grant can be closed out);
 - e. Final quarterly reporting into the DRGR on-line quarterly reporting system (only if additional services were provided during the closeout period); and
 - f. Signed statement by the authorizing official that the DRGR award page reflects all fiscal draws, balances, administrative burden, and benchmark counts that are claimed in the final report submitted.
- 9.2. HUD reserves the right to withhold five percent (5%) of the Federal award amount pending the receipt and approval of a Final Report (with supporting documentation).
- 9.3. HUD will notify the Grantee in writing when the Grant is closed. After the grant is closed the grantee must comply with 2 CFR §200.345 Post-closeout adjustments and continuing responsibilities. The Grantee has the following 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 at least 3 years from the date of submission of the final expenditure report. This requirement also extends to all sub-grants/sub-awards and subcontracts the Grantee has executed for over \$10,000.

- b. Accountability for property continues if the Grantee holds the property, or for the period established by the award document. Disposal of property must be in accordance with 2 CFR §200.310-§200.316. See Section II.35, Program income, regarding the use of those funds.
- c. The grantee must return any funds due to HUD as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- d. Comply with 2 CFR Part 200 Subpart F Audit Requirements.
- e. Notification to the GTR and Grant Officer if at any time during the three years 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.

10. Conduct of Work

- 10.1. During the period of performance of this grant, the GTR 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 and on-site monitoring within a reasonable timeframe (determined by the GTR or Grant Officer) may result in “High Risk” designation, suspension, or termination of the grant. See Section II.43, Suspension, and Termination.
- 10.2. The Grantee or Subgrantee shall not engage in any unethical activities during the grant period of performance. If HUD decides that the Grantee or Subgrantee has engaged in unethical activities, the Grantee or Subgrantee will be subject to “High Risk” designation or suspension until the activities have ceased and assurance acceptable to HUD is given that no further activities will occur. HUD may also take enforcement action under 2 CFR §.200.339.
- 10.3. Mandatory Disclosure Requirements: The Grantee and Subgrantee must promptly disclose 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 §200.339. Actions taken are subject to Section II.43, Suspension, and Termination.

11. Collection of Data

- 11.1. The 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 before the use of the survey instrument. Also, the approval time may considerably lengthen the time required for the completion of the proposed project. The Grantee should consider 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.

11.2. 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 and relevant local demographic, economic, housing, services, systems, 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 <https://www.hhs.gov/hipaa/index.html>

11.3. The Grantee must comply with requirements of the federal Common Rule (45 CFR Part 46) for protecting human research subjects when applicable. Compliance may require the Grantee to seek review and approval of research plans by an Institutional Review Board (IRB). For research requiring an IRB review, the DRGR Action Plan shall identify the IRB that the Grantee will use and factor in the necessary cost and time involved in that review. The Grantee must provide appropriate assurances and certifications of compliance before human subjects’ research begins.

12. 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 number, e-mail, and key personnel or authorized official change.

13. Copyrights

13.1. 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 grant; and (b) any rights of copyright to which a Grantee or subgrantee or a contractor purchases ownership with award funds.

13.2. 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](#).

14. Direct Costs

14.1. Direct Costs as defined in 2 CFR §200.413 and 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. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. See also §200.405 Allocable costs.

14.2. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards, provided such determination is consistent with the NOFO.

- 14.3. The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all the following conditions are met:
- a. Administrative or clerical services are integral to a project or activity, such as conducting work with tenants, coordinating with other organizations serving tenants, or maintaining client files, as described in the NOFO;
 - b. Individuals involved can be specifically identified with the project or activity;
 - c. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and
 - d. The costs are not also recovered as indirect costs.
- 14.4. The costs of certain activities are not allowable as charges to Federal awards. However, even though these costs are unallowable for purposes of computing charges to Federal awards, they nonetheless must be treated as direct costs for purposes of determining indirect (F&A) cost rates and be allocated their equitable share of the non-Federal entity's indirect costs if they represent activities which:
- a. Include the salaries of personnel;
 - b. Occupy space; and
 - c. Benefit from the non-Federal entity's indirect (F&A) costs.

15. Disputes

- 15.1. During the performance of the grant, disputes may arise between the Grantee and the GTR, or between the Grantee and the Grant Officer. If a dispute with the GTR arises, the Grantee may solicit the assistance of the Grant Officer in resolving the dispute, and/or may appeal the determination by the GTR to the Grant Officer.
- 15.2. If a dispute with the Grant Officer arises, or if the Grantee has appealed a decision by the GTR to the Grant Officer, the Grant Officer shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.
- 15.3. If the Grantee disagrees with the final decision by the Grant Officer, the Grantee may appeal the decision within 30 calendar days to the General Deputy Assistant Secretary, Office of Policy Development and Research for a final decision.

16. Estimated Cost and Payment

- 16.1. 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.
- 16.2. Incurred costs shall be reimbursed through DRGR. DRGR is accessed through the HUD internet portal called the CPD Grants Portal Login at <https://drgr.hud.gov/DRGRWeb>. HUD staff will request initial DRGR grantee administrator user accounts. Users may request additional grantee accounts as needed. Grantees must maintain at least two DRGR user accounts for vouchers: at least one for creating vouchers for payment and at least one other to approve vouchers. To request a new account, modify an existing account, or request a deactivation, see <https://www.hudexchange.info/programs/drgr/drgr-account-registration-or-modification/>.
- 16.3. It is imperative that Grantees thoroughly review the DRGR User Manual at <https://www.hudexchange.info/resource/4915/drgr-user-manual/>.

- 16.4. DRGR users shall not share Usernames and Passwords. If Usernames are found to be shared, access may be terminated.
- 16.5. Before receiving funds from HUD, the Grantee must designate a financial institution for HUD to make direct deposit payments through the LOCCS system. The Grantee must fill out the [SF-1199a](#) along with a voided check or statement from their Financial Institution (on letterhead) and submit the form to the Grant Officer.
- 16.6. If 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 before the date such change is to become effective.
- 16.7. If funds are advanced to the Grantee the funds shall be maintained in an interest-bearing account. Any interest over \$500.00 earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. All remittances shall be accomplished according to the wiring instructions at <https://www.hudexchange.info/faqs/reporting-systems/drgr/drawdown/additional-voucher-functions/what-do-i-need-to-do-in-drgr-after-i-wire-funds-back-to-loccs1/>.

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)).

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

17. Equipment

Equipment is allowable in accordance with the NOFO and the Grant Agreement for the applicable grant program, to be acquired for the performance of this grant. Equipment purchased with Federal funds for use in the PD&R grant programs will remain the property of the Grantee under the conditions in 2 CFR §200.313, as applicable.

18. Flow Down Provisions

- 18.1. 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 subgrantees or subrecipients comply with the requirements of the grant.
- 18.2. In accordance with 2 CFR §200.329, "Monitoring and Reporting Program Performance" Grantees are responsible for oversight of 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 §200.332 – "Requirements for Pass-Through Entities".

19. Single Audit Reporting Requirements

Under 2 CFR Part 200, Subpart F – Audit Requirements, a Single or Program Specific Audit must be conducted each fiscal year for non-federal entities that expend more than \$750,000 in federal awards and submitted to the Federal Audit Clearinghouse system as a requirement under the Single Audit Act of 1984 (amended in 1996). Grants may be placed on “High Risk” designation, suspended, or terminated for failing to submit the Single Audit Report. See Section II.43, Suspension and Termination. The website for the Single Audit Report submission is <https://facweb.census.gov/>.

20. HUD’s Right to Audit and Disallow Cost and Recover Funds

- 20.1. The Government reserves the right to recover and recapture any funds that were not expended in accordance with the terms and conditions of this agreement based upon HUD review, the final audit, a 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.
- 20.2. Access to Records of Grantees and Subgrantees – HUD, Inspectors General, the Comptroller General of the United States, and the pass-through entity, 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, to conduct audits, monitoring visits, and examinations.
- 20.3. Later Disallowances and Adjustments - the closeout of a grant does not affect:
 - a. HUD’s right to disallow costs and recover funds based on a later audit or another review (2 CFR §200.345).
 - b. 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 §200.345).
 - c. Record Retention and Access requirements in 2 CFR Part 200, Subpart D – Post Federal Award Requirements, §200.334-§200.337.
 - d. Property management and disposition requirements in 2 CFR §200.310 – §200.316; and
 - e. Audit requirements in CFR Part 200, Subpart F – Audit Requirements.
 - f. The ability of HUD to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

21. Incurrence of Costs

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

22. Indirect (F&A) Cost Rate

- 22.1. The Grantee may recover indirect costs in one of following manners:
 - a. To recover indirect costs related to Federal awards, organizations must negotiate an ICR with the cognizant federal agency for indirect costs and present the negotiated and active ICR agreement to HUD.
 - b. A recipient other than other than a State, Local, and Tribal governments may elect to utilize a 10% de minimis indirect cost rate of modified total direct costs (MTDC). This rate may be used indefinitely until they choose to negotiate for a rate. No documentation

is required to justify the 10% de minimis rate. If they have a Federally negotiated ICR, they must utilize that rate.

- c. State, Local, and Tribal governments may elect to utilize a 10% de minimis indirect cost rate of modified total direct costs (MTDC) only if they receive less than \$35 million in direct federal funding per year and they do not have a current negotiated rate (including provisional rate). No documentation is required to justify the 10% de minimis rate. If they receive less than \$35 million in direct Federal funding per year and they have developed and maintain an indirect cost rate proposal, they may use that indirect cost rate. If they receive over \$35 million in direct Federal funding per year they must obtain a negotiated indirect cost rate in order to recover indirect costs.

22.2. If the Grantee elects to use the 10% de minimus rate, this methodology must be used consistently for all Federal awards until the Grantee entity chooses to negotiate for a rate, which the Grantee may apply to do at any time. As described in 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

22.3. 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%. The Grantee must then apply the appropriate indirect cost rate and base (MTDC) to calculate the total estimated indirect cost for the grant. Therefore, in Category 10: Rate x Base = Estimated Cost.

23. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR.

24. Key Personnel

24.1. Personnel specified as key personnel in the original grant application are essential to the work being performed hereunder. Before 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.

24.2. 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. It is expected that personnel and any support staff will have all necessary certifications and experience for the job descriptions for the position.

25. Liability Insurance

Costs of insurance required or approved and maintained under the Federal award are allowable as a direct cost to the extent the insurance is restricted to work under this grant. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447.

26. Limitation on Consultant Payments

- 26.1. The allowability of payment to professional and consultant services is defined in 2 CFR §200.459 - Professional service costs. In addition, legal and related services are limited under 2 CFR §200.435.
- 26.2. 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.
- a. Daily Pay Limitation: Consultants may not be paid for any 1 day an aggregate amount of pay that exceeds the daily rate for GS-15, step 10. A daily rate is computed by dividing the annual GS-15, step 10, base rate by 2,087 hours to find the hourly rate of pay and by multiplying the hourly rate by 8 hours.
 - b. Biweekly Pay Limitation: Consultants may not be paid for any biweekly pay period an aggregate amount of pay that exceeds the daily rate for GS-15, step 10. The biweekly rate is computed by dividing the annual GS-15, step 10, base rate by 2,087 hours to find the hourly rate of pay and by multiplying the hourly rate by 80 hours.
- 26.3. Consultants retained for technical assistance on the grant must provide documentation that they are providing services eligible, unique, and reasonable to the grant program and that is nonduplicative to what the GTR is already providing to the grantee directly.

27. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. §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.

28. 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).

29. Management of Grant Deliverables

- 29.1. The Grantee shall complete and submit a final negotiated DRGR Action Plan and the Grantee's policy and procedures to DRGR within 30 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant.
- 29.2. The DRGR Action Plan includes the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program and a revised budget, in accordance with the final negotiation.

29.3. The policy and procedures in the DRGR Action Plan shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the work; the selection process for subrecipients and vendors; the selection process for the particular tenants to be served, the legal assistance activities to be undertaken, and related measures to be taken to effectuate the purposes of program. Where the tasks are interdependent, the DRGR Action Plan shall indicate how each interdependent task will provide needed inputs to the others. (See, also, Section II.37, Project Management).

30. Order of Precedence

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

- a. Constitution of the United States
- b. Federal Statutes
- c. Federal Regulation (including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- d. Executive Orders
- e. The applicable NOFO
- f. Grant Agreement (form HUD-1044), including Terms and Conditions
- g. Special Conditions
- h. DRGR Action Plan
- i. Grantee's Proposal (if incorporated and to the extent it is not inconsistent with the DRGR Action Plan)

31. 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 directed to the Government Technical Representative identified on the form HUD-1044 via email.

32. Period of Performance (POP) Extensions, Incurring Costs, and Obligating Federal Funds

32.1. The Grantee shall complete all benchmark goals and objectives stipulated in this award agreement during the period of performance specified on the form HUD-1044, "Assistance Award/Amendment and Continuation Sheet. Grantees are to comply with the requirements of 2 CFR 200, Subpart E (Cost Principles) in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 120 days after the end of the period of performance. The preparation of the final administrative and financial reports is to be completed within 120-days after the end of the period of performance.

32.2. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance end date stipulated in the award. The only costs which are authorized for a period of up to 120 days following the period of performance 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 Grant Officer.

32.3. 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 period of performance.

32.4. Neither HUD nor PD&R has any obligation to provide any additional funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of PD&R.

33. Pre-Award Costs

Before the effective date of the Grant, a Grantee may, at its own risk, incur pre-award costs with the prior written approval of the Grant Officer with the concurrence of the GTR. Pre-award costs are those incurred before the effective date of the award directly according 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.

34. Profit

No increment above cost shall be paid to the Grantee or any subgrantee or subrecipient under this award. Profit is unallowable.

35. 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 under 2 CFR Part 200 as applicable, including 2 CFR §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the DRGR Action Plan or under Special Conditions itemized in these provisions, before 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.

36. Program Services Model

36.1. The minimum requirements of the services to be provided by the grantee are detailed in Section III.F. of the NOFO (Grants.gov Opportunity #: FR-6500-N-79).

37. Project Management

37.1. As may be requested by HUD from time to time, the Grantee's key personnel, project management staff, and support staff, as appropriate, shall be available to meet with the GTR and other HUD staff via conference call or similar electronic means to discuss the requirements of the Grant and establish a common understanding about the objectives of the Grant.

37.2. Schedule of Deliverables - The Grantee shall include a schedule listing all significant project benchmark milestones achieved and project deliverables submitted with corresponding quarterly financial reports utilizing form SF-425 (attach schedule to Item 12 of the SF-425). Grantee shall ensure all deliverables identified in the DRGR Action Plan are

delivered on time.

- 37.3. Deadlines for Quarterly Performance Reports - Quarterly narrative reports, quarterly client activity reports, and SF-425 submissions (collectively, Quarterly Performance 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 close-out 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 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.
- 37.4. Content of Quarterly Performance Narrative Reports - Quarterly narrative must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. Quarterly narrative reports must include a quantitative summary of clients served, services provided, and outcomes for cases closed during the quarter, as measured by the HUD Form 52698 Client Services and Outcomes Report. Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, policies for allocating services, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.
- 37.5. Content of Quarterly Client Activity Reports - The Grantee must report client-level data for cases closed during each calendar quarter utilizing the HUD Form 52698 Client Services and Outcomes Report.
- 37.6. Federal Financial Report (FFR) Standard Form 425 - Grantee shall submit an FFR SF-425 for each grant quarterly.
- 37.7. Submitting Reports - The Grantee shall use DRGR, or a replacement process or system selected by PD&R after notifying the Grantee. The reporting system utilizes quantifiable data and a narrative description of performance and may require documents and data to be uploaded as attachments as directed by the GTR. Program beneficiary data containing personally identifiable information should only be uploaded to DRGR in attachments, such as spreadsheets. DRGR guides, tools, and webinars are available at <https://www.hudexchange.info/programs/drgr/>.
- The Grantee is advised that failure to submit timely quarterly performance reports will result in not having vouchers approved by HUD for payment until the quarterly performance report is submitted to HUD.
- 37.8. Annual Reports - At its option, the Grantee may include an estimate of the number of clients who sought services but were not offered or did not accept services during the previous calendar year and the basis for this estimate with each quarterly narrative report due January 30th.
- 37.9. 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 the applicant's work and achievements under the grant and compare the grantee proposal of achievements with actual results. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on Form HUD-1044. A final FFR SF-425 shall be required after the award agreement and shall use the end date of the project

or grant period as the reporting end date. Final reports shall be submitted no later than 120 days after the project or grant period end date. Extensions of reporting due dates may be approved by the GTR upon request of the recipient. See Section II.9, “Closeout.”

38. Publications and News Releases

38.1. 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 quarterly performance reports 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 subrecipients. The right to the intellectual or intangible property as developed as a result of the Grantee’s performance under the grant shall be in accordance with the present provisions of Uniform Guidance 2 CFR 200.

38.2. Quarterly performance reports and final reports may not be published by the recipient or any subrecipients participating in the work for sixty days (60) after acceptance of the deliverables by the GTR.

38.3. 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.”

38.4. 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 subrecipient 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 the release.

39. Review of Deliverables

39.1. Deliverables include, but are not limited to:

- a. All quarterly performance reports and final reports;
- b. Survey or screening instruments required by the DRGR Action Plan, if applicable;
- c. Other physical materials and products produced directly under the DRGR Action Plan of this grant, if applicable.

39.2. 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:

- a. corrections of omissions or errors of fact, methodology, or analysis;
- b. deletion of irrelevant materials; and
- c. improvements in style readability.

40. 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 for non-performance as defined in Section II.43, Suspension and Termination. HUD may take enforcement action under 2 CFR §200.339, as applicable.

41. Scope of Work

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 outlined in the Grantee's original/revised application under this NOFO as well as the subsequent DRGR Action Plan.

42. Special Conditions

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

43. Suspension and Termination

43.1. 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 when the Grantee and/or Subgrantee has failed to comply with the terms, conditions, standards, or provisions of this award, or if an award no longer effectuates the program goals or agency priorities. 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 §200.339 – §200.343.

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

- a. The costs result from financial 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

- b. The costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
- 43.3. Relationship to debarment and suspension: The enforcement remedies identified in this section, including suspension and termination, do not preclude the Grantee or Subgrantee from being subject to “Debarment and Suspension” under Executive Orders 12549 and 12689, 2 CFR Part 180 as outlined in CFR §200.339.

APPENDIX 1 - LIST OF ACTIONS DUE

Action	Due Date (Deliverables maybe provided earlier)
Action Plan	30 days after the effective date of grant
Request for Release of Funds and Certification	60 days after the effective date
Institutional Review Board approval (if applicable)/Approval of Request for Release of Funds and Certification	120 days after the effective date
Grant work/deliverables	In accordance with the DRGR Action Plan
Quarterly Performance Reports	30 days after the 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 sub-award greater than or equal to \$30,000
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)	Within 30 days of the end of the grantee fiscal year-end
Annual Single Audit	Annually based on the Grantee's fiscal year
The 90-day letter confirms all elements outlined in the grant have been met	Due before the end of the period of performance. This will be sent to you by the Grant Officer 90 days prior to the period of performance end date.
Final Reports (programmatic and final SF-425)	120 days after the end of the period of performance