

**Technical Assistance and Capacity Building Program (CFDA Number 14.259)
Cooperative Agreement Standard Provisions**

Cooperative Agreement	3
Applicable Authorities	3
Additional Authorities	3
Subpart A. General Provisions.....	3
Definitions.....	4
Order of Precedence.....	4
Flow Down Requirement.....	4
Period of Performance	4
Budget.....	4
Budget Period.....	4
Role of the Recipient	4
Role of HUD’s Cooperative Agreement Officer (CAO)	5
Role of HUD’s Government Technical Representative (GTR)	5
Role of HUD’s Government Technical Monitor and Program Office TA Coordinator	5
Role of HUD’s Technical Assistance Division.....	5
Administrative Changes.....	5
Demand-Response and HUD’s Substantial Involvement	6
HUD Systems and Cooperative Agreement Management Tools.....	6
Work Plan	6
Monitoring and Reporting Requirements	7
Site Visits and Desk Review	8
Unauthorized Promotion or Endorsement of Goods or Services	8
Work Products	8
News Releases	9
Property Standards.....	9
Intangible Property.....	9
Computer Software	9
Record Retention and Access to Records Monitoring	9
Restrictions on Public Access to Records and Privacy Act	10
Performance Goals and Measurements.....	10
Subpart B. Financial Provisions.....	10
Basic Considerations.....	10
Labor Rates	11
Leveraged Resources	11

Indirect Costs	11
Pre-Award Costs	12
Program Income.....	12
Profit or Fee	12
Federal Payment.....	12
Bank Account on File	13
Financial Management and Internal Controls	13
Audit	13
Transportation and Travel.....	13
Subpart C. Miscellaneous Provisions.....	14
Administrative, National and Department Policy Requirements	14
Indemnity	14
Nondisclosures.....	14
Prior Written Approvals.....	14
Key Personnel	14
New Recipient Orientation	14
Procurement	15
In-Person Conferences, Trainings, and Other Events	15
System of Award Management and Unique Entity Identifier Requirements.....	15
Remedies for Noncompliance	15
Disputes and Appeals.....	16
Paperwork Reduction Act.....	16
Closeout	16
After-the-Award Requirements.....	16
Attachment 1. Technical Assistance Division Contact Information.....	17
Attachment 2. Basic Work Plans Standards.....	18
Attachment 3. Record Retention	21
Attachment 4. Monthly Billing Requirements	23
Attachment 5. Updates to Application Forms and Certifications	25

COOPERATIVE AGREEMENT

This cooperative agreement funds and sets out the terms and conditions (“Provisions”) governing a collaborative effort between HUD and the Recipient. While the responsibility for conducting activities under this agreement lies primarily with the Recipient, HUD, through its designated representatives, shall provide technical assistance, consultation, and coordination in the conduct of the activities performed during the period of this agreement. The Recipient accepts the provisions contained herein by drawing or otherwise obtaining funds from HUD’s Line of Credit Control System (“LOCCS”).

APPLICABLE AUTHORITIES

This agreement incorporates HUD’s FY 2020 and FY 2021 Distressed Cities and Persistent Poverty Technical Assistance (“TA”) Notice of Funding Opportunity (“NOFO”) (“FR-6500-N-54”) and the referenced authorities and statutory and regulatory requirements in the NOFO, the Recipient’s federal assistance application, the documents submitted to HUD to execute a cooperative agreement, and the terms in HUD’s Grant Management Handbook, which is available at:

https://www.hud.gov/program_offices/comm_planning/cpda/guidance.

ADDITIONAL AUTHORITIES

By signing this agreement, the Recipient has certified that its policies are in accordance with the Office of Management and Budget (OMB) guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance especially those as listed below. The Recipient also certifies that, as applicable, it will ensure that subrecipients and contractors (including consultants) provide the same certification.

- Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations (2 CFR), as updated in the Federal Register’s 85 FR 49506 on August 13, 2020, particularly on:
 - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR 200.216),
 - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
 - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR 200.322), and
 - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR 200.340).

SUBPART A. GENERAL PROVISIONS

Appendix I of the NOFO along with the TA focus areas included with the approved award budget, provide the general project scope and purpose for this agreement; all activities, services, and products completed under this agreement must align with this general scope and purpose. The Recipient is expected to implement the project via work plans, which require collaboration with and approval by

HUD's Government Technical Monitor ("GTM") and HUD's Government Technical Representative ("GTR"). Approved work plans are incorporated by reference in this agreement.

Definitions

This agreement applies and incorporates the same meaning of terms, defined directly or incorporated by reference, in the NOFO and at 2 CFR 200.1, unless otherwise specified within the applicable and additional authorities (above) or in HUD implementing guidance. The term "Recipient" in this document means the non-Federal entity in receipt of HUD funds announced via the NOFO (FR-6500-N-54).

Order of Precedence

In the event of an inconsistency in the provisions or execution of this agreement, the following order of precedence applies: (a) applicable Federal laws and regulations, (b) these Provisions, and (c) work plans approved by HUD.

Flow Down Requirement

As per 2 CFR 200.101, the Recipient is legally and financially responsible for all aspects of the project for this agreement, including funds provided to subrecipients and contractors (including consultants). Further, as required by 2 CFR 200.327, in all applicable contracts, the Recipient must include and require compliance with the provisions at Appendix II of 2 CFR part 200.

Period of Performance

The period of performance for this agreement is included on the award document (HUD form 1044). Performance period extensions shall be made consistent with 2 CFR 200.308 and 2 CFR 200.309.

Budget

HUD's financial obligations to the Recipient will not exceed the amount of federal funding awarded to date, as reflected on the award document (HUD form 1044). If the Recipient incurs costs in anticipation of receiving additional funds from HUD, or if the Recipient incurs costs in manner inconsistent with the terms of this agreement, it does so at its own risk.

Budget Period

The budget period for the award is included on the award document (HUD form 1044). However, funds approved by HUD for technical assistance work plans will have separate budget periods, which fall within the budget period for the award. The Recipient is authorized to expect funds awarded based on HUD approved technical assistance work plans. Budget period extensions for both the award and the work plans must be made consistent with 2 CFR 200.308.

Role of the Recipient

The Recipient must:

- (1) Comply with the terms and conditions of this agreement.
- (2) Collaborate with HUD staff in implementation and monitoring of the project, including work plans approved by HUD.

Role of HUD’s Cooperative Agreement Officer (CAO)

The CAO is the HUD official authorized to execute and/or administer this award. The CAO is identified as the HUD official on the award document (HUD form 1044). The CAO is responsible for approving awards and amendments that obligate or deobligate funds, suspending and terminating awards, and performing other responsibilities that are set forth in this agreement.

Role of HUD’s Government Technical Representative (GTR)

The GTR is responsible for all financial and administrative aspects of the award. The GTR will also have overall responsibility for monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports with the assistance of the GTM (Government Technical Monitor), the Program Office Technical Assistance Coordinator (“POTAC”), and other appropriate HUD staff. Further, the GTR will ensure that the award is operated in compliance with this agreement. Questions concerning the applicability of regulations and policies to this cooperative agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GTR. Required approvals, including work plan approvals, must be provided in writing and the GTR is the only person, except for the CAO, who may grant such required approvals. Approvals granted by other officials are not binding on the government.

Role of HUD’s Government Technical Monitor and Program Office TA Coordinator

The GTM or POTAC will assist the GTR with all business management aspects of the award, including monitoring the conduct and progress of the project, and conducting site visits. The GTM or POTAC will provide substantial input, in both collaboration with the Recipient and HUD subject matter experts, both in the planning and implementation of work plans approved by the GTR. However, once a work plan is approved by the GTR, the GTM or the POTAC may not provide direction to the Recipient, outside of the scope of the approved work plan. The GTM and POTAC will provide written recommendations to the GTR regarding TA work plan approval and performance period extensions. Also, the GTM and POTAC will participate in the acceptance and publication of TA work products and materials, to make them available to the public.

Role of HUD’s Technical Assistance Division

HUD’s Technical Assistance Division (“TAD”) serves as a central point of contact for announcing, competitively awarding, and centrally managing HUD TA funds. Accordingly, TAD accepts from the Recipient all indirect cost rate proposals, quarterly Leveraged Resources Reports, required conflict of interest disclosures, and changes to information submitted with the Recipient’s application. TAD also collaborates with the CAOs across the Department, to develop and publish uniform post-award procedures and guidance for all TA cooperative agreements. TAD will plan and require the Recipient to participate in meetings, site visits, and workshops with HUD staff and other recipients. The name and contact information of the GTR and the GTM (or the POTAC) assigned to the award is communicated by TAD. TAD contact information is included in [Attachment 1](#) of this agreement.

Administrative Changes

With appropriate notice to the Recipient, the CAO may unilaterally make administrative changes to an award, such as changes in the amount of obligated funds, changes in the performance period, and changes to effectuate new or changes in Federal law, and Executive or Congressional directives or guidance.

Demand-Response and HUD's Substantial Involvement

HUD has significant involvement in the review, development, and approval of all aspects of the work, during the performance period of this agreement. The NOFO refers to this involvement as the demand-response system. The Recipient must coordinate plans and TA strategies with, and operate under the direction of, the GTR and GTM (or POTAC) for the award. The demand-response system requires the Recipient to respond to TA assignments from the GTR or GTM or POTAC.

HUD Systems and Cooperative Agreement Management Tools

The Recipient must ensure that the appropriate personnel register and maintain an active account in the appropriate HUD systems and tools used to manage the requirements in this agreement, including but not limited to:

- HUD's Disaster Recovery and Grant Reporting System ("DRGR") at <https://drgr.hud.gov/DRGRWeb>
- HUD's Line of Credit Control System ("LOCCS")
- HUD User for TA Training Surveys at <https://www.huduser.gov/webapps/public/register>
- HUD Exchange, TA Portal, and Learning Management System at <https://www.hudexchange.info>

Refer to the guidance online at https://www.hud.gov/program_offices/comm_planning/cpdata regarding access to these systems and management tools. Access to any HUD system or management tool is subject to the direction and prior approval of the GTR.

Work Plan

(a) **Definition.** For this agreement, "work plan" means a project implementation and service delivery plan under which the Recipient provides eligible technical assistance or capacity building services to one or more local governments. A work plan serves as the agreement between HUD and the Recipient, for the provision of TA services, and the Recipient's formal response to a TA assignment from HUD.

(b) A work plan describes the Recipient's design to deploy and deliver TA and resolve knowledge and capacity gaps and deficiencies of local governments. The plan contains an overview of the gaps/deficiencies to resolve, a brief description of the major tasks involved in the service delivery, the overall resources needed to support the effort (such as personnel, materials, travel, facilities, equipment), the direct and indirect costs of resources, HUD's role in the delivery of services, the expected outcomes and deliverables, and any requirements specific to the local government(s). [Attachment 2](#) of this agreement outlines the structure of a work plan.

(c) The Recipient is responsible for designing a work plan in collaboration with HUD. The design phase occurs after the GTM, POTAC, or GTR has issued to the Recipient a formal demand for TA services (e.g., a TA assignment). TA assignments are issued in writing via the TA Portal.

(d) Prior to delivering services, the Recipient must obtain written approval of the work plan, from the GTR, including the work plan design, costs, and personnel, and any other activities that would require prior approval, as per the terms in this agreement. A properly submitted work plan is compliant with this agreement and submitted in DRGR and the TA Portal or DRGR and via e-mail to the GTR and the GTM (or POTAC), unless otherwise provided in HUD guidance at https://www.hud.gov/program_offices/comm_planning/cpdata or directed by the GTR.

(e) Within thirty (30) days of receiving a proper work plan, the GTR, and GTM or POTAC will concurrently review the work plan and the GTR will determine approval. Approval decisions are issued via DRGR and the Portal; no other methods of approval are acceptable, unless otherwise provided in HUD guidance at https://www.hud.gov/program_offices/comm_planning/cpdta or directed by the CAO. Other than costs to develop a work plan, the Recipient may not incur costs pursuant to a work plan, until the work plan has been approved.

(f) The Recipient must follow the HUD-approved work plan during the delivery of services to local governments, and must track performance, including its outputs, milestones, outcomes, and overall improved capacity of the local governments. The Recipient must update a work plan to reflect changes to the previous HUD-approved work plan. Some changes may require prior written approval from the GTR, as per 2 CFR 200.407. If the Recipient deviates from any terms or design of the HUD-approved work plan, or any other provision in this agreement, without the written approval of the GTR, such deviation shall be at the Recipient’s own risk, and any associated costs for unauthorized deviations shall not be borne by HUD.

(g) The Recipient will closeout a work plan when it determines that all applicable administrative actions, including billing and reporting actions, and all required work and performance tracking and reporting for the work plan have been completed by the Recipient. The Recipient must complete work plan closeout actions by the end of the work plan period of performance. The Recipient must communicate and collaborate with the GTR, and GTM or POTAC, to close a work plan.

Monitoring and Reporting Requirements

(1) **Requirements.** This agreement incorporates the reporting requirements of 2 CFR 200.328, 2 CFR 200.329, and 2 CFR 200.330. Accordingly, the reporting frequencies are identified below. HUD may adjust these frequencies to respond to award management deficiencies or to implement requirements of the applicable authorities. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of this agreement.

Reporting Requirements for Recipients	Frequency
Project Management Reporting Performance (Narrative) Report Leveraged Resources Report Financial Report (SF-425)	Up to Q,F Q Q,F
Closeout Reporting Final Performance (Narrative) Report Final Property Report (SF-428 & SF-428B)	F F
Other Reporting Intellectual Property Report Invention Report Equipment/Property Report (SF-428) Annual Financial Statement Audit	A Y Y RA

<p>A – within a week after the event F – final; within 120 calendar days after the performance period or termination of this agreement, whichever is first. Q – quarterly; at the end of the month following the end of the Federal fiscal year quarters Y – yearly; within 90 calendar days after the end of the annual report period RA – within 90 days of the Recipient’s financial year end</p>
--

(2) **Performance reporting.** HUD expects the Recipient to include its TA work plans and track for inclusion in its performance report for each work plan the requirements of the *Performance Goals and Measurements* provision of this agreement.

(3) **Submission to HUD.** The Recipient must submit compliant work plans and reports to the GTR and GTM, in a manner directed by HUD or provided in guidance at https://www.hud.gov/program_offices/comm_planning/cpdata.

(4) **Restrictions.** Reports submitted in non-HUD systems must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Site Visits and Desk Review

HUD expects to perform site visits, as per 2 CFR 200.329(f), and desk reviews, pursuant to 2 CFR 200.336, to monitor project progress, and to ensure full accountability for Federal funds and compliance with this agreement. HUD’s monitoring policies are published at https://www.hud.gov/program_offices/comm_planning/cpdata.

Unauthorized Promotion or Endorsement of Goods or Services

While providing technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel must neither imply that HUD endorses any product or service produced by non-HUD funding, nor use the name of HUD or any division of HUD to sell any product or service.

Work Products

(1) **Sharing Work Products.** The Recipient agrees to make available to the public the work products produced under this agreement. Work products will be made publicly available via postings on the HUD Exchange, or in manner and location determined by HUD.

(2) **Draft and Final Products.** The GTR and GTM (or POTAC) may review, and will accept or deny draft and final products. The Recipient must submit to the GTR and the GTM or POTAC draft and final products developed under this agreement. TAD will determine the manner in which products are submitted. Deliverables, quotations therefrom, paraphrasing, and disclosures of draft or interim findings must not be published by the Recipient or other participants in the work without HUD’s approval. In addition, except for [open-source code](#), HUD reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes: (1) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement; and (2) any rights of copyright to which a Recipient or its personnel purchases ownership with award funds.

(3) **Acknowledgment of Support.** Products, including tools, publications, training materials, and online resources, developed under this agreement, may include the HUD logo, provided the GTR or GTM has approved the products and provides written permission to use the HUD logo. In addition, the Recipient must include the following acknowledgment and disclaimer on all products:

“This material is based upon work 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. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the U.S. Government or any agency thereof. Opinions expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or by any HUD program.”

(4) **Inventions and Disclosures.** The Recipient must submit the following form to the CAO, the GTR, and the GTM (or the POTAC), to disclose all inventions related to work complete under this agreement: https://www.hud.gov/sites/documents/DOC_22549.PDF.

News Releases

All press releases or public issuances made during the performance period for this agreement must be reviewed and approved by the GTR or CAO before release.

Property Standards

The property standards at 2 CFR 200.310 through 200.316 apply to this agreement and set forth the requirements for insurance coverage, real property, equipment, supplies, intangible property, and other property.

Intangible Property

(1) This agreement incorporates the requirements of 2 CFR 200.315.

(2) **Open-source code.** HUD will not retain exclusive rights to technical data, software, and analytic code previously developed by the Recipient or its personnel and used in the performance of work supported by this award. Computer software and “open-source” code available to the public prior to the work of this award may remain in the public domain.

Computer Software

(1) Software, especially computer software used for online products, must be commercially available off-the-shelf, unless the GTR or CAO authorize otherwise.

(2) Requests for exceptions to computer software standards must be submitted in writing to HUD.

Record Retention and Access to Records Monitoring

This agreement incorporates the requirements at:

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission and storage of information.
- 200.337 Access to records.

Restrictions on Public Access to Records and Privacy Act

This agreement incorporates the requirements of 2 CFR 200.338. In the event of improper use or disclosure of protected personally identifiable information, the Recipient agrees to immediately report the incident to the CAO and the GTR.

Performance Goals and Measurements

To implement 2 CFR 200.301, 2 CFR 200.329, and the applicable authorities, in collaboration with the responsible HUD parties to this agreement, the Recipient must develop a work plan-specific performance plan based on HUD-provided performance measures, the Strategic Plan and HUD priorities at <https://www.performance.gov/housing-and-urban-development/> and within the TA Plan for Departmental funding, https://www.hud.gov/program_offices/comm_planning/cpdta. The Recipient's performance plan must track progress and report on the effectiveness of each work plan. Also, the Recipient must track, report on, and relate financial data and HUD's Strategic Plan goals to performance accomplishments by work plan. Further, for each work plan using funds appropriated under Public Law No. 116-136, the Recipient must propose, track and report accomplishments against the following measures, in addition to the standard performance measures:

1. Number of jobs created as a direct result of CARES Act funding.
2. Number of grantees provided TA on scale up practices and strategies that is focused on preventing or reducing COVID-19 impact.

HUD's guidance on performance planning and tracking are provided in the related documents available online at https://www.hud.gov/program_offices/comm_planning/cpdta/guidance.

SUBPART B. FINANCIAL PROVISIONS

Basic Considerations

This agreement, including the work plans, incorporates the basic cost principles of 2 CFR part 200:

- 200.402 Composition of costs.
- 200.403 Factors affecting allowability of costs.
- 200.404 Reasonable costs.
- 200.405 Allocable costs.
- 200.406 Applicable credits.
- 200.407 Prior written approval (prior approval).
- 200.408 Limitation on allowance of costs.
- 200.409 Special considerations.
- 200.410 Collection of unallowable costs.
- 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

Failure to provide HUD adequate supporting documentation may result in a determination by the HUD authorized official that those costs are unallowable.

Labor Rates

- (1) **General Terms.** This agreement incorporates the labor rate submission and approval standards that are available online at https://www.hud.gov/program_offices/comm_planning/cpdt/guidance. These standards are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs charged to this award require HUD approval, unless otherwise authorized by the GTR or the CAO.
- (2) **Compensation Restrictions.** The salary rates (excluding overhead) charged to this agreement shall be limited to the maximum annual rate specified in section IV.F.3 of the NOFO.

Leveraged Resources

The amount of the leveraged resources identified by the Recipient in its NOFO application that will supplement HUD funds are noted in the “Recipient Amount” line of the HUD-1044.

Though the Recipient is not required to provide additional leveraged resources beyond what is identified in “Recipient Amount” line of the HUD-1044, the Recipient is encouraged to seek additional leveraged resources. If additional leveraged resources are obtained, the Recipient should report to HUD following the Leveraged Resource Reporting guidance issued and updated separately.

The Recipient’s NOFO application was rated based on the Recipient’s commitment of leveraged resources. If the Recipient’s actual leveraged amount is less than the “Recipient Amount” on the HUD-1044 form, HUD may determine that the Recipient has failed to comply with these provisions and impose remedies consistent with 2 CFR part 200. Failure to provide the leverage amount may also impact awardee eligibility for future Distressed Cities and Persistent Poverty Technical Assistance award competitions.

Any changes in leveraged resources shall be submitted in a revised SF-425 and a revised budget narrative within 30 days of the resources changing. All forms must include the award number. The Recipient must also provide a letter on the organization’s letterhead that details the type, amount, and use of the leveraged resources. If the resources are from an organization other than the recipient, provide a copy of the memorandum of understanding or similar agreement between the recipient and the organization that details restrictions on use of those resources. Reporting guidance for leveraged resources can be found at https://www.hud.gov/program_offices/comm_planning/cpdt/guidance.

Indirect Costs

- (1) This agreement incorporates the requirements of 2 CFR 200.414.
- (2) The Recipient is only entitled to reimbursement of indirect costs, if the Recipient has a current Federally-approved and negotiated indirect cost rate agreement, or has submitted its first indirect cost rate proposal to its cognizant federal agency for review and approval, or if the Recipient is eligible to use the 10 percent de minimus rate per 2 CFR 200.414(f). If the Recipient is seeking reimbursement of indirect costs, the Recipient is responsible for maintaining an approved rate for the life of the award. The Recipient is required to reconcile the difference between its provisional

indirect cost rate and final rate for the same year. The Recipient is not entitled to more than the unspent award amount, for underpayments.

- (3) To implement 2 CFR 200.414(h), [OMB Memorandum M-21-03](#) directs the Recipient to submit to USASpending.gov its federally negotiated indirect rate, distribution base, and rate. HUD may require the Recipient to confirm compliance.

Pre-Award Costs

The Recipient may, at its own risk, incur pre-award costs, after the date of the HUD award notice and prior to the start date of the award performance period, if such costs:

- (a) are consistent with 2 CFR 200.458, and
- (b) would be allowable as a post-award cost; and
- (c) are HUD-approved via a work plan in the TA Portal; and
- (d) do not exceed 10 percent of the total funds obligated to this award.

The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred. The Recipient must submit pre-award work plans in DRGR, after this agreement is executed, in order to receive payment for pre-award activities.

Program Income

Pursuant to 2 CFR 200.307(e)(2), any program income earned during the award period, as a result of award activities, must be added to the funds committed to the award and used to further eligible activities supported by this agreement. Program income earned after the award must be returned to the Federal government. Before using program income, any affected work plan shall be revised in DRGR to include the use of program income.

Profit or Fee

No increment (fee or profit) above cost may be paid to the Recipient or subrecipient under this award, except as otherwise expressly provided by law. The term “subrecipient” does not include the Recipient’s procurement of goods and services, such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

Federal Payment

(1) **Payment Method.** This agreement incorporates the payment requirements of 2 CFR 200.305. Payment by reimbursement is the only payment method under this agreement, due to the risks associated with the demand-response nature of technical assistance awards. The Debt Collection Improvement Act of 1996 requires payment be made by electronic funds transfer. Electronic transfer shall be made from HUD’s LOCCS (Line of Credit Control System) via DRGR to the Recipient’s bank account on file with HUD.

(2) **Reimbursement Limitation.** HUD’s financial obligations to the Recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the Recipient incurs costs in anticipation of receiving additional funds from HUD, it does so at its own risk.

(3) **Timing of Submittals.** Payment requests should coincide with the normal billing pattern of the Recipient, but payment requests are required at a frequency that is not less than once every month, when the Recipient is incurring costs under an approved work plan.

(4) **Payment approval.** Consistent with 2 CFR 200.305(b)(3), the GTR or CAO, in consultation with the GTM, will determine approval of payment requests submitted through DRGR as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper or an extenuating circumstance requires additional HUD time to approve a payment request.

(5) **Supporting Documents for HUD Approval of Payment.** All payment requests must be accompanied by proper documentation supporting the request submitted in DRGR. The supporting documentation required for payment are included in [Attachment 4 of this agreement](#). The GTR or CAO may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary.

(6) **Unauthorized Drawdown of Federal Funds.** The Recipient must immediately refund HUD any amounts drawn down in excess of the authorized amounts. The Recipient and subrecipients shall promptly, but at least quarterly, remit to HUD interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable. The CAO, in collaboration with the Technical Assistance Division, will determine the appropriate refund method.

Bank Account on File

The Recipient must use Standard Form (SF) 1199A to submit any updates related to the financial institution to which HUD sends payment of Federal funds. The SF-1199A is available online at <https://www.hud.gov/sites/documents/ATTACHMENTVISF-1199A.PDF>.

Financial Management and Internal Controls

This agreement incorporates the financial management systems requirements in 2 CFR 200.302, and internal controls set forth in 2 CFR 200.303.

Audit

- (1) **Single and Program-Specific Audits.** This agreement incorporates the audit requirements of 2 CFR part 200, Subpart F, including the appendices. Commercial organizations are also subject to the same audit requirements (2 CFR part 200, Subpart F).
- (2) **Financial Statement Audit Required.** HUD may require the Recipient to have an annual financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).
- (3) Failure to comply with these audit requirements is considered material noncompliance.

Transportation and Travel

This agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the GTR, as per 2 CFR 200.407.

SUBPART C. MISCELLANEOUS PROVISIONS

Administrative, National and Department Policy Requirements

This agreement incorporates the National Policy Requirements contained in the NOFO.

Indemnity

The Recipient may submit written requests to use administrative funds for the cost of indemnification insurance. Requests must be submitted to distressedcities@hud.gov. Decisions will be provided by GTR in consultation with TAD.

Nondisclosures

All persons performing work that requires the collection of or access to sensitive, confidential, or non-public information, must comply with the nondisclosure certification, which is included online at https://www.hud.gov/program_offices/comm_planning/cpdt/guidance.

Prior Written Approvals

The agreement incorporates and applies the prior approval requirements of 2 CFR 200.407 to the entire project, including changes to the award and the associated work plans. The Recipient must comply with 2 CFR 200.407 before incurring certain costs under the award, including costs incurred pursuant to a work plan.

Key Personnel

- (1) **Definition.** “Personnel” means employees of the Recipient, or any contractor(s), or team members, and consultants engaged by any of those entities.
- (2) The key personnel specified in the Recipient’s application or on a work plan are considered to be essential to the work being performed under this agreement. Any change to the key personnel assigned to a work plan or included in the Recipient’s application is considered a revision of program plans, and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the GTR. The notice must include a revised work plan or revised application along with a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the award or work plan.
- (3) The Recipient acknowledges responsibility to maintain updated contact information in HUD’s Disaster Recovery Grant Reporting (DRGR) System. Additional guidance on updating key contact persons and information is available online at https://www.hud.gov/program_offices/comm_planning/cpdt/guidance/.

New Recipient Orientation

If the Recipient is new the Distressed Cities and Persistent Poverty TA Program, the Recipient must have key staff members, as identified by HUD’s Technical Assistance Division, attend the TA Program recipient orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project manager/coordinator during the award performance period, the Recipient agrees, at the earliest opportunity, to send the new project manager/coordinator,

regardless of prior experience with this or any other Federal award, to a TA Program recipient orientation seminar or require completion of the orientation or trainings online, whichever is available.

Procurement

- (1) The Recipient's process for acquiring goods and services under this award must comply with 2 CFR 200.317 through 200.326. And, any agreements executed by the Recipient must contain these provisions along with the provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract.
- (2) The use of sub-awards and contracts are subject to the specific written, prior approval of HUD. HUD may limit the annual total number of hours to be worked by an employee, subcontractor, or consultant
- (3) NAHASDA funds awarded are subject to Section 7(b) of the Indian Self-Determination and Education Act (25 U.S.C. 450e(b)). Preference in the award of subcontracts for NAHASDA TA Recipients shall, to the greatest extent feasible, be given to Indian organizations and Indian-owned economic enterprises as defined in Section 4 of the Indian Financing Act of 1974 (25 U.S.C. 1452).
- (4) Procuring subrecipient or contractor personnel to work on technical assistance previous assigned to staff, for any given work plan, is considered a revision of program plans, and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the GTR.

In-Person Conferences, Trainings, and Other Events

This agreement incorporates the requirements of 2 CFR 200.432, including the regulations referenced in the same section, and the related HUD standards, which are available online at: https://www.hud.gov/program_offices/comm_planning/cpdt/guidance. The GTM or POTAC or GTR will work directly with the Recipient to obtain information for HUD's internal conference or other events funding package materials and route the package through HUD for final approval.

System of Award Management and Unique Entity Identifier Requirements

This agreement incorporates the requirements of 2 CFR part 25, including Appendix A to part 25, which includes the requirement for the Recipient to maintain an active registration in the System of Award Management (www.sam.gov). An active SAM registration is required until the Recipient submits its final financial report or receives the final payment under this agreement, whichever is later. The Recipient may not make a subaward to any entity that has not provided its unique entity identifier number.

At the time of the publication of the NOFO associated with this agreement, the Recipient was required to obtain a unique identifier assigned by Dun and Bradstreet, Inc via <https://www.dnb.com>, and then register the identifier at www.sam.gov. However, revisions to 2 CFR (85 FR 49506; August 13, 2020) now require the Recipient to both obtain and maintain a unique identifier using www.sam.gov. By the end of April 2022, the Federal government will stop using the number assigned by Dun and Bradstreet to uniquely identify organizations registered in SAM. While there is no action for the Recipient to take immediately, the Recipient must check www.grants.gov for updates on the OMB timeframe for establishing a new unique identifier through www.sam.gov.

Remedies for Noncompliance

This agreement incorporates the remedies for noncompliance included at:

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings and appeals.
- 200.343 Effects of suspension and termination.

Disputes and Appeals

To implement the requirements of 2 CFR 200.342, the Recipient may submit written objections or appeals to TAD via an email to distressedcities@hud.gov, within 60 days of an initial HUD decision. A decision from the CAO or the appropriate HUD senior executive official shall be the final decision of HUD.

Paperwork Reduction Act

This agreement incorporates the Paperwork Reduction Act of 1995 (44 U.S.C. 3500, et seq.).

Closeout

This agreement incorporates the requirements of 2 CFR 200.344. HUD also requires the Recipient to complete the *Monitoring and Performance Reporting* requirements of this agreement, and submit a Closeout Certification to close the award. The Closeout instructions, including the Certification, are available online at https://www.hud.gov/program_offices/comm_planning/cpdt/guidance.

After-the-Award Requirements

This agreement incorporates the requirements of 2 CFR 200.345 and 2 CFR 200.346.

ATTACHMENT 1. TECHNICAL ASSISTANCE DIVISION CONTACT INFORMATION

All responses to provisions of this agreement, which require communication with CPD's Technical Assistance Division, should be sent using the contact information below.

E-mail: distressedcities@hud.gov

For regular and overnight delivery:
Department of Housing and Urban Development
CPD, Technical Assistance Division
451 7th Street SW, Room 7218
Washington, DC 20410

ATTACHMENT 2. BASIC WORK PLANS STANDARDS

The Recipient must design work plans that are consistent with the structure below and compliant with the requirements in this agreement. HUD reserves the right to adjust or clarify this structure through subsequent written notices to the Recipient. Additional work plan guidance is available online at https://www.hud.gov/program_offices/comm_planning/cpdta/guidance.

- (1) **Basic information.** Identify the Recipient's name, award number, work plan name, work plan number, work plan type, and funding source (including how leveraged resources will be used, if applicable).
 - (a) Work plan number and name, which shall be consistent with HUD's naming and numbering convention.
 - (b) For any given work plans, the same work plan number must be used for both the TA Portal and DRGR.
- (2) **Work plan lead.** The Recipient must provide both the name and contact information (email address and phone number) for the person who will lead the design and implementation of the work plan, and monitor compliance with this agreement.
- (3) **Performance period.** The start and end dates for the work plan must be documented on the work plan. A work plan cannot begin prior to the date of the TA assignment and is expected to end within 90 days of the date that work is completed.
- (4) **Local government.** Unit of General Local Government (UGLG), as defined in the Housing and Community Development Act, as well as tribes.
- (5) **Total budget, including amendments.** The Recipient must document its estimate of the total cost of the work plan activities, including the cost of work plan modifications and amendments; the total cost of direct labor; the total cost of other direct/non-labor; and the total indirect costs.
- (6) **Scope.** The Recipient must document the scope of the work plan, any changes to the scope during the performance period of the work plan, and assumptions and background related to the work plan design and outcome. At a minimum, the scope must include:
 - (a) A summary of the need or capacity gap(s), TA request, and assignment from HUD. The summary should consider the TA eligible activities, focus areas, and program topics in the NOFO and the budget which accompanies this agreement.
 - (b) A brief description of the proposed TA, including the TA design and an identification of any proposed training, direct technical assistance, and/or pass-through funds, as applicable.
 - (c) A description of how the Recipient will coordinate the proposed assistance with the delivery of other technical assistance provided by others, if known and if practicable.
 - (d) A description of past and current TA provided to the local government or audience, and how the new effort will change or expand current or past efforts.
 - (e) For amendments, a proper justification for the amendment and the date of the amendment. The justification must acknowledge the TA need(s) that still exists. If HUD has requested the amendment, the Recipient's justification should indicate such.

(f) A description of the site or location to be used in the delivery of TA.

(g) If the assistance will be delivered jointly with other Recipients, include: all personnel and their respective roles and responsibilities of each of the involved TA providers should be described. Alternatively, the Recipient may capture this requirement within the description of a specific task on the work plan.

(7) **Tasks.** The Recipient must include in the work plan a list of tasks associated with the work plan design. Each task must include:

(a) An estimated budget and hours by task;

(b) A period of performance (start and end dates);

(c) A description of how each proposed work plan task will address the TA needs as identified in a needs assessment or a TA assignment from HUD;

(d) Eligible activities, which must include those activities supported by this agreement (see NOFO);

(e) A list of any work products that will be produced and/or used in the delivery of the assistance; and a schedule with dates to draft and complete the products.

(f) HUD approved labor category/title for all personnel, and the estimated hours for each;

(g) Full name of key personnel, and the estimated hours for each;

(h) The relationship of the proposed services to the Consolidated Plan, if applicable; and

(i) At least one outcome, output, and learning objectives, depending on the work plan type.

(8) **Personnel.** A list of proposed personnel assigned to the work plan. The listing must include:

(a) The name and staff type (labor category or title, whichever matches the Recipient's financial system) for all personnel, along with identification of the key personnel on the work plan;

(b) Estimated hours by personnel;

(c) Period in which each person will work under the plan (start and end dates);

(d) If personnel compensation will come from leveraged resources or from DC TA funds;
and

(e) The HUD-approved labor rate for each person assigned to the work plan.

(9) **Direct/non-labor costs.** A list of other, non-wage/staff costs, including:

(a) Estimated costs for travel, including number of trips, unit cost by trip, and number of people per trip;

(b) G&A, overhead, and indirect costs, including the federally-approved percentages;

- (c) Communication and shipping costs;
 - (d) Meeting space or training costs;
 - (e) Any other cost that can be directly charged to the work plan; and
 - (f) Documentation that the direct costs are reasonable.
- (10) Each work plan must include outcomes/performance measures for tracking accomplishments based on HUD-provided standard measures (see also Performance section of this agreement).
- (11) Each work plan must include milestones.
- (a) A schedule or plan for delivering the assistance.
 - (b) A list of planned site visits or meetings with the targeted local government(s), HUD field office staff, and HQ staff. In addition, the Recipient may capture this requirement within the description of a specific task on the work plan.
- (12) Comply with the Performance and Goals Measurement provisions of this agreement.
- (13) If necessary, as determined by HUD, a communication protocol for working with the local government(s), other TA providers, and/or the HUD field office staff. The Recipient may capture this requirement within an attachment to the work plan.
- (14) Indication that the Recipient has signed and has on-file nondisclosure certification, if applicable.
- (15) When directed by HUD, the Recipient shall provide the local government a copy of the work plan approved by HUD—excluding any associated costs and labor rates in the work plan.
- (16) After the work plan has been approved, the Recipient will, at HUD’s direction, execute a TA Agreement (or memorandum of understanding) with the local government and will deliver the approved technical assistance. The Recipient is required to work cooperatively with other providers in the geographic areas to ensure that clients are provided with the full range of TA activities needed and available.

ATTACHMENT 3. RECORD RETENTION

Financial Records

Financial Status Reports
Final Financial Status Report
Requests for Reimbursements
Copies of Audits (federal and private)
Copies of Audit Responses
Copies of all tax reports filled with the IRS, state and local governments

Deposits and Receipts

Monthly Bank Statements and Reconciliations
Written Procedures for Spending Funds

All Contracts:

- Subcontracts with Other Groups
- Consultant Contracts
- Insurance Policies
- Service/Maintenance Contracts
- Sole Source Contract Justifications
- Construction Contracts
- Bid Documents
- Performance Bonds
- Indirect Cost Documentation

Chart of Accounts

Ledgers

Cash Disbursement Journals

Payroll Register for Each Employee

Supporting Documentation for All Expenditures:

- Purchase Orders
- Vouchers
- Receipts
- Petty Cash Vouchers
- Deposit Receipt for Petty Cash Reconciliation
- Travel Reimbursement (with receipts where applicable)
- Time and Attendance Records
- Price Quotations

Equipment Inventory Listing

Nonprofit Parent or Sponsoring Organization Records

Articles of Incorporation

- Corporate Charter with a Nonprofit Status
- Constitution and By-laws
- Federal Charitable Organization Designation (501(c)(3))
- FICA Waiver of Exemption
- List of Board Members
- Monthly/Quarter/Annual Reports (whichever is applicable)
- Minutes of Board Meetings
- All Pertinent Correspondence Related to Work Under Award
- Copy of Written Personnel Policies

Project Records

Approved Work Plans

Approved Budget Narratives

Grant Award Notice

Special Conditions

Program Modification Requests

Budget Modification Requests

Award Adjustment Notices

Copies of Required Quarterly Reports (Narrative and Financial)

Copy of Close-out Documents (Narrative and Financial)

Pertinent Correspondence Related to This Award (incoming and outgoing)

Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of Work under the Award

Evaluations Conducted as Required By the Award

Letters of Appreciation

Personnel Folders:

Resumes

Letters of Employment

Documentation of Pay Raises

Nondisclosure Agreement(s)

Meeting space request(s) and HUD approval(s)

ATTACHMENT 4. MONTHLY BILLING REQUIREMENTS

The Recipient of this agreement is required to submit payment requests to HUD at a frequency that is not less than monthly, in those months in which services/activities are occurring. The Recipient must require its contractors and consultant to submit invoices for costs incurred, within thirty (30) days of incurring the costs. Payment requests for actual costs incurred must comply with the allowable cost standards of these Provisions and those found in 2 CFR 200 subpart E.

Costs incurred are to be billed no later than the last day of the month following the delivery of services. When this is not possible, payment request must include justification for the delayed submission. The Recipient must request GTR approval to bill for costs incurred more than ninety (90) days following service delivery.

All payment requests from the Recipient must be submitted and approved using DRGR.

(1) Documentation submitted with monthly payment requests. The following documentation must accompany any requests for payment from the Recipient to the GTR, and GTM (or the POTAC):

- (a) The voucher number, cooperative agreement award number, funding source, and work plan number or name. A single voucher must include costs for work plans under the same award; a voucher must not include work plans associated with different awards.
- (b) Total amount of the payment request for the voucher, the bill period, and amount by work plan.
- (c) A description of the actual work performed for costs associated with the payment request, by work plan and inclusive of names of persons who performed work. HUD has developed a template for uniform collection of this— see the Monthly Activity Summary, under item number four (below).
- (d) An Activity Summary – An activity summary report must be submitted with each payment request at least monthly, in a manner directed by HUD. The Recipient shall include the following within the template to reflect actual work performed and actual costs incurred by work plan, project, and award:
 - i. For each work plan for which payment is requested, provide a single paragraph describing the activities to which the payment is attributable.
 - ii. Status of any work products, including in progress, drafted, and final products.
 - iii. Identify the entity(ies) assisted, and the location of the assistance.
 - iv. List the work plan name, work plan number, work plan approved budget, and the total award amount; the current payment requests by work plan and by award; and the total payment requests to date, by work plan and by award.
 - v. The current bill period and cumulative amounts of funds committed, expended, uncommitted, and unexpended by work plan and by the award.
 - vi. The following certification statement: “I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the cooperative agreement conditions and applicable Regulations. I also certify that all subcontractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit.”
 - vii. Indicate any accomplishments and barriers to accomplishments.

(e) Documentation of actual costs from the Recipient's financial management system, which must support the description of the work performed. The Recipient shall generate report(s) from its financial management system supporting and documenting salaries, wages, and payments for each employee, subcontractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting monthly payment requests must include:

- i. The cooperative agreement award number, funding source, and work plan number or name.
- ii. Dates of the activities/actual costs by work plan.
- iii. The name and position/title of each employee, subcontractor personnel, and consultant by work plan; dates with applicable hours worked; the compensation rate attributable to the employee, subcontractor personnel and consultant; and travel costs by each employee, subcontractor personnel, and consultant. **Do not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
- iv. Actual activity, not estimates of activity, of each employee, subcontractor personnel and consultant.
- v. The use of leveraged resources (in-kind or cash) to cover specific costs.
- vi. The federally-approved indirect cost rate used, and the total indirect costs.
- vii. If applicable, the approved G&A rate used, and the total G&A rate costs.
- viii. A cumulative amount of funds expended by work plan and by the award.
- ix. A cover page with the voucher number, cooperative agreement award number, funding source, current and historic cumulative totals by work plan number and by award.

(2) File documentation. In addition to the applicable record retention items include in [Attachment 3](#) or elsewhere in this agreement, the Recipient must maintain, at a minimum, the following documentation in its files and the documentation must be available for HUD review during an on-site monitoring visit, for submission when the GTR or CAO request particular documentation for remote monitoring purposes, and for submission when the GTR or CAO request particular documentation to assess payment requests from the Recipient:

(a) Documentation to support salary costs, such as time sheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee would be verifying that the technical assistance activities were performed and that the report is true and accurate.

(b) For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(c) Copies of invoices submitted by the subcontractor and the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.

(d) For subcontractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(e) Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

ATTACHMENT 5. UPDATES TO APPLICATION FORMS AND CERTIFICATIONS

(1) The Recipient is required to annually review the forms and other information submitted with its application, and immediately submit to HUD any changes. Failure to comply with this requirement is considered a material noncompliance with the terms of this agreement.

(2) Within the ninety (90) days of the effective date of this agreement, the Recipient must review and adjust, if necessary, its current Code of Conduct and Conflict of Interest policies. The adjustments must reflect HUD's updated standards on Conducting Business in Accordance with Ethical Standards – see section VI.B.14. of the TA Program NOFO and the additional Code of Conduct standards. The Recipient's updated policies must make clear that HUD decides potential conflicts of interest. While the Recipient is responsible for having policies in place and disclosing potential conflicts to HUD, the Recipient does not issue determinations on those conflicts of interest, as that is HUD's role. Send updated policies to HUD, using the following email address distressedcities@hud.gov. Failure to comply with this requirement is considered a material noncompliance with the terms of this agreement.