

**TECHNICAL ASSISTANCE AND CAPACITY BUILDING PROGRAM
COOPERATIVE AGREEMENT PROVISIONS**

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General

(a) Purpose. The terms and conditions for implementing the Technical Assistance and Capacity Building Program Cooperative Agreement (“this Agreement”) are contained herein (“these Provisions”). The use of funds obligated to this award is subject to these Provisions.

(b) Definitions. The terms used in these Provisions are defined within the documents referenced in the [Federal Requirements](#) section (below). The following additional definitions also apply to this Agreement:

(1) “Award” refers to the Technical Assistance (“TA”) funds obligated by HUD and subject to the terms and conditions of this Agreement.

(2) “Awardee” is the recipient of the TA award that is the non-Federal signatory of this Agreement.

(3) “Technical Assistance Provider” refers to any awardee or sub-awardee or contractor charged with undertaking technical assistance and/or capacity building activities using funds obligated to this award.

Federal Requirements

The following Federal administrative standards, requirements, and provisions are applicable to this Agreement, and incorporated by reference, as appropriate.

(a) General Administrative Requirements. For purposes of this paragraph, the term “appropriate” is determined by the organizational nature of the awardee of this Agreement (educational institution, nonprofit organization, for-profit/commercial, or small business).

1. OMB Circular A-102 (24 CFR part 85) (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

2. OMB Circular A-110 (24 CFR part 84) (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). As determined by HUD, 24 CFR part 84 standards are also applied to commercial organizations, including small businesses.

3. OMB Circular A-87 (2 CFR part 225) (Cost Principles for State, Local, and Indian Tribal Governments).

4. OMB Circular A-21 (2 CFR part 220) (Cost Principles for Education Institutions).

5. OMB Circular A-122 (2 CFR part 230) (Cost Principles for Non-Profit Organizations).

6. OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). As determined by HUD, A-133 standards are also applied to commercial organizations, including small businesses.

7. Federal Acquisition Regulations (48 CFR part 31.2, Cost Principles for Commercial/For-profits).

8. General Section to the Department’s Fiscal Year 2014 NOFAs for Discretionary Programs, available online at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/grants/fundsavail/2014gensec.

The administrative and national policy requirements applicable to the services under this Agreement are included at section VI.B.

9. Program section of the NOFA. 2014 HUD Community Compass Technical Assistance and Capacity Building NOFA, available online at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/grants/fundsavail/nofa14/hccta

(b) Other Requirements.

1. Certification and assurances included with the Administrative and Financial (A&F) documentation; and the SF-424, as amended.
2. Additional Federal and HUD standards issued subsequent to the execution of this award, or as referenced in these Provisions.
3. Specific program requirements. The awardee must ensure that all TA activities performed under this Agreement comply with the applicable program requirements in HUD's regulations at 24 CFR.

Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this Agreement are resolved according to the following order of precedence:

- (a) These Provisions
- (b) The work plans approved by HUD

Award Budget

(a) The dollar amount identified in box 15 of the HUD form 1044, as amended, is the total dollar amount obligated to this award. The amount establishes the ceiling for the total payment of allowable costs during the award period; the total amount of all payments made under this award must not exceed the ceiling amount. HUD will not reimburse the awardee for costs incurred beyond the dollar amount obligated to this award.

(b) The funds obligated to this award may represent a pool of funding sources. A list of the sources and associated funding are included on the Budget Summary, which is included with this Agreement. The funding sources are also referred to as "projects" for this award. The funding sources are included in the DRGR System as "projects." The awardee must not reallocate funds between the "projects" without prior approval from the Government Technical Representative ("GTR") or Cooperative Agreement Officer. And the awardee's financial management system must track award funds by funding sources.

(c) The cost categories for this award are the eligible activities included in the [Program NOFA](#), plus Administration and Coordination.

(d) Upon approval by the GTR or Cooperative Agreement Officer, the awardee must use the award funds for reimbursement of allowable costs incurred for eligible activities.

(e) HUD does not amend awards to provide additional funds for such purposes as reimbursement for unrecovered indirect costs resulting from the establishment of final negotiated rates or for increases in salaries, fringe benefits, and other costs.

Period of Performance

(a) The period of performance for this award is thirty-six (36) months, and begins on the date in box 5 of the HUD form 1044 executed with this Agreement. The date is also referred to as the "effective date" for the award and for this Agreement, unless otherwise provided. The funds obligated to this award are available for use until the end of the period of performance.

(b) The awardee shall provide all services stated in this agreement during the period of performance, unless otherwise noted.

(c) HUD reserves the right to amend or terminate awards in accordance with provisions contained in 24 CFR parts 84 and 85 any time prior to the expiration date of this Agreement.

(d) HUD reserves the right to extend the period of performance for cause. However the period of performance may not extended beyond September 30 of the fifth fiscal year after the year of availability, as stipulated by 31 U.S.C. § 1555(a). This Federal provision may also limit the availability of funds for carryover.

Award Administration

(a) The actions taken after the execution of this agreement are collectively known as award administration. The goal of award administration is to ensure that both HUD and the awardee meet the terms of this agreement. The Cooperative Agreement Officer—the authorizing HUD official identified in box 8a of the HUD form 1044—is responsible for protecting HUD’s interest related to the terms of this Agreement. However, the day-to-day oversight and monitoring of the performance and compliance with the terms of this agreement are delegated from the Cooperative Agreement Officer to the GTR with assistance from HUD program office staff, including: the Government Technical Monitor (“GTM”) or the Program Office Technical Assistance Coordinator (“POTAC”). The Cooperative Agreement Officer is responsible for assigning a GTR and at least one GTM or POTAC to the award.

(b) HUD substantial involvement. As allowed by *The Federal Grant and Cooperative Agreement Act* (31 U.S.C. 6301-08), HUD intends to have substantial involvement in the development, review, and approval of all aspects of the work to be carried out under this agreement. The [responsibilities of the awardee](#) and the [responsibilities of HUD](#) are included in this agreement. These responsibilities may be amended as necessary to implement this agreement or to effectuate changes in HUD or Federal regulations.

(c) Demand-response system. The administration of this award shall operate within the structure of the demand-response system. Under the demand-response system, HUD identifies technical assistance and capacity building needs and prioritizes them based on Departmental, programmatic, and jurisdictional priorities. HUD assigns the awardee to provide technical assistance, based, in part, on awardee’s expertise and experience. The TA assignment includes the name of the HUD customer(s) that need(s) TA, the general scope of work, including the gaps in skills and capacity, and point of contact for additional information about the scope of the assignment. The awardee must propose a work plan to deliver the technical assistance and must wait for approval from the GTM(s) or POTAC(s) and the GTR before beginning work. A work plan must include the standards required in this agreement. The GTM(s) or POTAC(s) for the award assist the GTR and the awardee with defining the scope of a work plan; the needs of HUD customers; the completeness of deliverables; and monitoring performance of the work planned. The awardee of this Agreement coordinates approved work plans with and operates under the direction of the GTR for the award.

(d) The successful completion of this agreement depends heavily on a team effort by the awardee, the GTR; the Cooperative Agreement Officer; the GTM(s) or the POTAC(s); HUD field office staff; and HUD customers receiving technical assistance.

Responsibilities of the Awardee

(a) The awardee of this agreement is responsible for developing a plan in response to HUD-approved technical assistance assignments. The work plan must include an approach to address the customer's technical assistance needs and priorities determined by HUD. The plan must include the eligible activities supported by this agreement, and must conform to the standards for work plans (see [Attachment 2](#)).

(b) To the extent possible, the awardee must ensure the customer is aware of the scope of all TA; must ensure that the customer participates in the development and delivery of TA; and any meetings with the customer are planned in advance. When directed by HUD, the awardee shall provide the customer a copy of the work plan approved by HUD—excluding any associated costs and labor rates in the work plan. And, for work plans that include direct TA activities, HUD may direct the awardee to include the specific responsibilities of the awardee, HUD staff (including the field office staff), and the customer. HUD may standardize the collection of this requirement through guidance issued subsequent to this Agreement.

(c) When requested by HUD, the awardee shall conduct a needs assessment to identify the type and nature of the assistance needed by the recipient of the assistance.

(d) When so directed by a GTR or Cooperative Agreement Officer, the awardee will coordinate its TA plans and activities through a lead TA provider; or may coordinate TA plans and activities with other providers that may offer additional expertise on a given topic or that are currently active in providing assistance in a jurisdictional area.

(e) The awardee of this agreement must submit all requests which require [prior approval](#) in accordance with the terms of this agreement.

(f) In the event the awardee deviates from an approved work plan, or any other term or condition in this agreement, such deviation shall be at the awardee's own risk, and any associated costs for unauthorized deviations shall be borne by the awardee.

(g) The awardee of this agreement has full responsibility for the conduct of the activities in a HUD-approved work plan, in accordance with: (1) the terms in the approved work plan, and (2) the terms and conditions specified in this agreement.

(h) The awardee of this agreement is required to furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified elsewhere in these Provisions), and do all things necessary or incidental to the performance of the work established in the work plan(s).

(i) The awardee of this agreement shall immediately notify the GTR, GTM(s)/POTAC(s), and the Cooperative Agreement Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this agreement or work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

(j) Substantial involvement (as defined by *The Federal Grant and Cooperative Agreement Act* (31 U.S.C. 6301-08)) is expected between HUD and the awardee of this agreement; however, overall management of the activities supported by this agreement, including technical, subcontractor/consultant management, reporting, and other financial and administrative matters, are accomplished by the awardee of this agreement.

(k) Code of conduct. The awardee shall comply with its written standards of conduct. The awardee's standards of conduct must comply with 24 CFR part 84.42. For states and local governments, refer to 24 CFR part 85.36(b)(3). The awardee is responsible for ensuring that its sub-awardees and contractors comply with the standards of conduct.

(l) The awardee of this agreement shall participate in regular and ad hoc meetings with HUD, as it relates to administrative and performance requirements of this agreement, and in order to implement the TA activities of an approved work plan. Meetings may occur in-person or via telephone.

(m) All TA activities performed pursuant to this agreement and in connection with HUD's Continuum of Care Program are subject to the nondisclosure statements and related requirements concerning the Continuum of Care Program competition, as noted in [Attachment 12 of these provisions](#). Awardees must submit signed nondisclosure agreements with work plans in DRGR and in the TA Portal, and must comply with those nondisclosure agreements while conducting technical assistance activities.

(n) While engaged in providing technical assistance, the awardee will not sell or promote other products or services. The awardee will ensure that they do not imply that HUD endorses any product or service or will use the name of HUD or any of its divisions to sell a product or service.

(o) The awardee is responsible for tracking and reporting on actual costs by award; by project/funding source; by work plan; by direct labor costs, including staff, consultants, and subcontractors; by other direct costs; and by non-direct costs. The awardee is also responsible for tracking and reporting on performance progress; outcomes; and outputs.

HUD Responsibilities

(a) HUD is responsible to Congress and the U.S. taxpayer for carrying out its mission in a manner that positively affects the mission of agency and does so cost-effectively and in compliance with applicable rules and regulations. The Cooperative Agreement Officer is responsible for protecting HUD's interest in this Agreement.

(b) The GTR has the responsibility for providing day-to-day oversight on the performance under this Agreement, including: technical, programmatic, financial, and administrative performances. The GTR with assistance from the GTM(s) or POTAC(s): (1) may participate in discussions of programmatic, technical, managerial, and/or scheduling concerns; (2) may provide guidance and/or advice, especially with regard to the integration, collaboration, and coordination with other technical assistance projects funded by HUD; (3) will review and, where required by the Agreement, approve work plans, technical or programmatic reports, and other information submitted by the awardee; and (4) will review and, where required by the Agreement, approve billing documentation and requests for payment.

(c) The GTR may schedule desk and on-site reviews as necessary to resolve any HUD award questions, pursuant to a risk-assessment, to resolve audit issues, or as required by a Federal requirement.

(d) HUD may issue guidance necessary to clarify these Provisions or standardize certain requirements in these Provisions.

(e) Unless otherwise directed by the GTR or approved in a work plan, the awardee may not respond to direct requests for technical assistance from HUD customers. HUD is solely responsible for determining the entities to be assisted, the location, and the nature of the assistance to be provided, which must be part of an approved HUD TA work plan for each engagement.

(f) The GTR or the GTMs or POTACs inspections, reviews, corrects, and accepts all deliverables developed using funds under this award. Recommendations may be sought from other HUD program office staff or field office staff.

(g) The HUD GTR, GTM or POTAC, and Cooperative Agreement Officer will only request additional work within the scope of this Agreement; and will only request work that is within the obligated amount of this award, and within the performance period for this Agreement.

(h) The GTM or POTAC is responsible for assisting the GTR with the programmatic aspects of TA development, implementation, and follow-up. The responsibilities GTM or POTAC include, but are not limited to, assisting with the development of TA to meet the mission of the program office; coordination with field office staff and other subject matter experts at HUD; and assisting the GTR with award administration, including review of progress reports, work plans, and payment requests; participation in monitoring visits; and other activities that assist the GTR.

(i) Field Office Involvement. Field offices will participate in the assessment of need, when conducted by TA providers; participate in the Review Committee (selected representatives); participate in the Decision Making Committee (selected representatives); serve as subject matter experts; provide input and feedback on the needs of customers; request TA on behalf of customers; and as needed, review work plans and deliverables; participate in group learning to assess accuracy; and evaluate the performance of TA providers.

Amendment of Agreement

(a) At any time during the performance period, this agreement can be amended by a formal, written amendment signed by the Cooperative Agreement Officer and the awardee. No other communications to amend the award, whether oral or in writing, are valid.

(b) The Cooperative Agreement Officer may unilaterally make administrative changes, such as changes in obligated funds, or period of performance, which affect this agreement.

Organization and Key Contacts Updates

The awardee of this agreement must inform HUD of any changes to information included on the SF-424 (*Application for Federal Assistance*), which was submitted with the application. The awardee shall use the appropriate standard Federal form listed below to reflect changes to organization and contact information. All completed forms are to be submitted via email to communitycompass@hud.gov with a copy to the Cooperative Agreement Officer and the GTR. HUD will keep all completed forms in the official program file, and will use the information to update LOCCS, and if applicable, the DRGR system and the TA Portal.

(a) Change to awardee's authorized representative. Use the Key Contacts form at <http://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html#sortBy=1> to reflect changes to contact persons. In addition, the new authorized representative(s) must read and sign the Assurances for Non-Construction Programs (SF-424B) form (also available on grants.gov). The awardee must ensure that the change is reflected at www.sam.gov.

(b) Change to key contact person. Use the Key Contacts form to reflect changes to contact persons, including names, telephone numbers, mailing address, or email address.

(c) Change to awardee organizational name or structure. Use the mandatory SF-424 at <http://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html#sortby=1> and update the fields with the information that has changed. The awardee must ensure that the change is reflected at www.sam.gov. In addition, changes to the organization's Tax Identification number may require changing information in LOCCS ([see Attachment 5 of these Provisions](#)).

Standards for Financial Management Systems

The financial management system of the awardee of this Agreement must comply with the standards set forth in OMB Circular A-110 (24 CFR part 84) (for State and local governments, OMB Circular A-102 (24 CFR part 85)).

Eligible Program Activities

(a) Program NOFA. The eligible program activities supported by this agreement are detailed in the [Program NOFA](#). The activities include: needs assessments; direct TA; development and delivery of tools and training; self-directed and group learning; knowledge management; data analysis and research; and regulatory and policy implementation support, including risk assessment. [Attachment 1](#) of these Provisions includes the eligible activities and non-exhaustive list of sub-activities.

(b) Coordination costs. In addition, to the eligible activities included in the NOFA, HUD shall reimburse the awardee for coordination costs. Reimbursement of coordination costs is allowed when two or more awardees collaborate as a team to provide necessary direct TA and capacity building assistance to a HUD customer, or to develop tools and products or group learning materials. HUD may also select an awardee to conduct the overall coordination for one or more TA engagement.

(c) Administration costs. Depending on the total amount of this award, the awardee can use up to 10 percent or up to 15 percent of the total award toward administrative costs (see limitations in the [Program NOFA](#)). The costs associated with implementing these Provisions are eligible administrative costs, assuming the costs: (1) do not qualify as work plan costs; (2) adhere to the standards of [allowability](#); and (3) do not exceed the amount allowed and available for administrative costs.

Labor Rates

(a) HUD approval of all labor rates is required before an awardee can incur costs for staff, subcontractors, or consultants, unless otherwise authorized by HUD. HUD may not reimburse the awardee for costs related to labor rates that not approved by HUD.

(b) The awardee must submit all requests for labor rate approval via e-mail to TAWageApproval@hud.gov using the template provided in [Attachment 6](#). Labor rates over \$175 per hour require submission of additional information, including a description of the individual's expertise, value to the team, and the estimated number of annual hours and cost.

(c) For the awardee's staff with existing, approved rates in the DRGR System, any rate changes submitted to HUD should be based on the organization's compensation policy.

(d) Requests to add or change existing, HUD-approved rates for subcontractors and consultants must be based on the organization's procurement policy and applicable regulations, and must include a justification statement or reason for the change.

(e) HUD reserves the right to disapprove rates and/or to limit the annual total number of hours to be worked by an employee, subcontractor, or consultant.

DRGR System

The DRGR (Disaster Recovery and Grant Reporting) System is an electronic reporting and payment system at HUD. The DRGR System is accessible online at: <https://drgr.hud.gov/DRGRWeb>. Authorized users of the awardee shall have access the DRGR System, which must be used to manage awards and labor rates for employees, consultants, and subcontractors; and submit work plans, payment requests, and performance reports to HUD for approval.

(a) A user account and acceptance of HUD's Rules of Behavior are required to access the DRGR System. All persons with the DRGR System role of *Grantee Administrator* may request a new user account on behalf of other persons within the same organizations (including the awardee's consultants and contractors). HUD will provide additional guidance to the awardee's authorized users, to begin using of the System.

(b) The awardee must provide bank information in order for HUD to begin processing payments through the DRGR System – see [Attachment 5 of these Provisions](#).

TA Portal

The Technical Assistance (TA) Portal is the portion of the HUD Resource Exchange where HUD and TA providers manage and coordinate TA requests, Ask-A-Question, TA assignments, work plans and TA engagements. The TA Portal is accessible online at: <https://www.hudexchange.info/onecpd-portal>. Authorized users of the awardee shall have access the Portal. A user account and acceptance of HUD's Rules of Behavior are required to access the Portal. HUD will provide guidance to the awardee's authorized users, to use the Portal.

Work Plans

(a) In response to a TA assignment from HUD, the awardee prepares a work plan and submits it to the GTR and GTM(s) or POTAC(s) for approval before implementation. HUD will issue subsequent guidance on how TA assignments will be issued.

(b) The work plan must include the standards outlined in [Attachment 2 of these Provisions](#). Other than work plan development costs, HUD must approve the proposed work plan before the awardee can incur costs for activities covered by the work plan. The GTR and GTM(s) or POTAC(s) may suggest the most cost effective way to allocate the level-of-effort among cost items, including but not limited to, direct labor, consultant, contractor, subcontractor costs, and/or pass-through funds.

(c) The awardee must ensure that any consultants and subcontractors were procured in accordance with procurement standards as found in 24 CFR part 84 (if a State or local government, 24 CFR part 85), and the applicable federal cost principles. The GTR, GTM(s), or POTAC(s) can require additional bids for a proposed TA activity, when deemed necessary in order to provide the best value to the Government. See [Subawards and Contractors/Subcontractors](#) section of these Provisions for details. The GTR, GTM(s), POTAC(s), and/or other HUD staff designated by the Cooperative Agreement Officer may negotiate consultants and subcontractor rates that are deemed too high or unreasonable.

(d) Work plan submission. The awardee must submit all proposed work plans in the DRGR System. *In addition* to the DRGR System submission, the awardee must submit proposed work plans in the TA

Portal. The awardee shall also e-mail a copy of the work plan submitted in the TA Portal, if applicable, or the DRGR System copy to the assigned GTR and GTM(s) or POTAC(s).

(e) Work plan approval. Within 30 days of receiving a work plan as proper, the GTM(s) or POTAC(s) shall recommend approval of the work plan in the TA Portal, if applicable, or by e-mail (until all work plan types are in the Portal); and the GTR shall approve the work plan in the DRGR System and, if applicable, the TA Portal. For this paragraph, proper is defined as compliant with the work plan standards in [Attachment 2 of these Provisions](#) and free of major issues. HUD may issue additional guidance on how to navigate and submit work plans in the DRGR System and the TA Portal.

(f) Once approved by the GTR, a work plan serves as the guide to the TA activities the awardee will undertake. Only costs for eligible TA activities included in the plan may be charged to the award. The plan may be modified if approved in writing by the GTR. The GTR may require modifications in the plan after it is approved to increase its effectiveness, ensure full coordination with other TA providers, or respond to developing conditions.

(g) HUD's Right to De-obligate. HUD reserves the right to de-obligate the funds set aside for this award, if at least one acceptable work plan is not submitted to and approved by the GTR within 180 days of the effective date of this Agreement.

Allowable Costs

(a) The total amount of payments made by HUD pursuant to this Agreement will not exceed the amount obligated to this award, as shown in box 15 of the HUD form 1044, as amended. HUD is not responsible for payment of any costs incurred beyond the total amount obligated to this award.

(b) The governing cost principles address selected items of cost. The awardee must consult the cost principles for the complete explanation of the allowability and unallowability of costs.

(1) The Federal cost principles (as applicable to the organizational structure of the awardee of this Agreement): OMB Circular A-87 (2 CFR part 225), OMB Circular A-122 (2 CFR part 230), OMB Circular A-21 (2 CFR Part 220), and Federal Acquisition Regulations at 48 CFR part 31.2;

(2) The standards included in [Attachment 4 of these Provisions](#); and

(3) The terms of the HUD-approved work plan.

(c) The allowability of costs under this award may be subject to other requirements specified in the regulations or specific terms referenced in the [Federal Requirements](#) section of this Agreement. The awardee should contact the GTR for this award, for answers to questions concerning allowability of particular costs.

(d) If a cost is allowable, it is allocable as either a direct cost or an indirect costs (or General and Administrative cost), depending on the awardee's accounting system. Any costs (including, but not limited to, positions under direct labor and fringe benefits) that have been included in the indirect cost pool cannot also be claimed as direct costs. Also see the [Indirect Costs](#) section of these Provisions, for additional guidance.

(e) Transportation and travel costs cannot exceed the Federal Travel Regulations rates, unless pre-approved by the GTR; and the costs can be no higher than rates charged by the awardee for non-federal work, unless proper justification is provided to the GTR.

(f) Direct costs that cannot be directly attributable to this award are not allowable direct costs. In cases where HUD has a share (and not all) of the direct costs, HUD may approve an allocation plan for any such costs if the plan adequately demonstrates that the costs are allowable. The allocations must be for HUD's share only. Any approval from HUD must be in writing.

(g) The awardee of this Agreement must request payments through HUD's DRGR System. All payment requests must be accompanied by proper documentation supporting the request. For more on [DRGR System](#) or [proper billing documentation](#) see the related sections of these Provisions.

(h) Where unallowable costs have been paid by HUD, the awardee will refund to the award that reimbursed the unallowable cost, using one of the following methods: (a) a cash refund; (b) offset to a subsequent payment request; or (c) credits to the amounts charged to individual awards.

(i) The cost principles do not address profit or fee but neither are allowable costs under this award.

Pre-Award Costs

(a) The awardee of this Agreement may incur allowable pre-award costs from the date of the award letter through the effective date of this Agreement, providing:

(1) The Cooperative Agreement Officer has provided written approval permitting the awardee to incur pre-award costs;

(2) The approval of pre-award spending is made and documented in accordance with the awardees procedures;

(3) The advanced funding is necessary for the effective and economical conduct of the terms of this Agreement; and

(4) The total amount of all pre-award costs does not exceed 10 percent of the amount included in award letter issued by HUD.

(b) Pre-award costs are incurred at the risk of the awardee of this Agreement. The awardee's authority to incur pre-award costs does not impose an obligation on HUD: (1) in the absence of appropriations; (2) if an award is not subsequently made; or (3) if an award is made for a lesser amount than the awardee anticipated.

(c) Requests for pre-award costs for periods exceeding 90 days must be submitted via email to the HUD Cooperative Agreement Officer and the GTR.

Payments

(a) Reimbursement Payment Method. Upon acceptance of the provisions of this Agreement, the awardee agrees to submit monthly payment requests on a reimbursement basis.

(1) All payments made on a reimbursement basis are made by electronic funds transfer to the awardee bank account. The awardee must complete and submit information requested on [Attachment 5 of these Provisions](#), in order for HUD to begin to process payment requests.

(2) The awardee of this Agreement must request payments through HUD's Disaster Recovery Grant Reporting (DRGR) System.

(3) The required supporting documentation ([Attachment 4 of these Provisions](#)) must accompany all payment requests. The awardee must submit payment requests in the DRGR System.

(4) Payment requests should coincide with the normal billing pattern of the awardee, but payments are required at frequency that is not less than once every month, when the awardee is incurring costs under an approved work plan.

(5) Each payment request is limited to the amount of disbursements made for the HUD share of allowable direct program costs and the proportionate share of allowable indirect costs incurred during that billing period. See [Allowable Costs](#) section of these Provisions.

(6) The GTR will certify the payment requests for approval and transmit the requests to the Line of Credit Control System (LOCCS) via the DRGR System.

(7) Tracking the status of payments. The awardee can use the DRGR System and the reports generated from the System to see when HUD approves payment request, and when requests are paid. A payment history and the current balance on all awards and work plans are also displayed in the DRGR System.

Program Income

Pursuant to 24 CFR part 84.24 and 24 CFR part 85.25, program income earned as a result of the funds obligated under this award must be added to the funds for this award. Also, the award must use the income for activities supported by this Agreement. Before using program income, any affected work plan shall be revised to include the use of program income.

Profit or Fee

No increment above cost, no fee or profit, may be paid to the awardee or any sub-awardee under this agreement, except as otherwise expressly provided by law.

Indirect Costs

(a) The indirect cost rate that applies to this award is included with the Administrative and Financial (A&F) (Pre-Award) Package, which is incorporated into this agreement by reference. Specific terms apply to reimbursement of costs and reporting indirect costs on this award, based on the status of the rate as provisional or final.

(1) Final rate. If the A&F package includes a final indirect cost rate, the rate is applicable for the specified period and is used for budgeting, reimbursement, and reporting indirect costs on awards, until the establishment of a new final rate.

(2) Provisional rate. If the A&F package includes a provisional rate, the rate is applicable for the specified period and is used for budgeting, interim reimbursement, and reporting indirect costs on awards, until the establishment of a final rate for the period. As soon as the final rate is approved by the cognizant agency, the awardee must submit the approval letter to HUD and the awardee must using the approved rate begin with the billing period following the approval.

(3) Rate changes after the execution of this agreement. If during the period of performance for this award, the awardee's cognizant agency approves a new final indirect cost rate, the awardee must submit documentation to HUD and the awardee must use the approved rate begin with the billing period following the approval. The awardee may not use a provisional rate or proposed rate, if a final rate was included with the A&F package; the awardee must use the final rate until a new final rate is approved by the awardee's cognizant agency.

(b) At completion of the cooperative agreement, adjustments may be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in box #15 of the HUD-1044.

(c) The awardee is responsible for preparing, submitting and monitoring the progress of any indirect cost rate negotiations with the cognizant agency.

(d) Upon receiving any approved indirect cost rate from their cognizant agency, the awardee must forward all applicable documentation to HUD, including a copy of the new updated indirect cost rate negotiation agreement with the cognizant agency.

Prior Approvals

(a) Unless otherwise specified in this Agreement, or subsequent policies and procedures issued by HUD, the prior Approval provisions 24 CFR 84.25 (for States and local governments, 85.30) apply to the activities supported by this Agreement. Written, prior approval from the Cooperative Agreement Officer or the GTR is required for the following:

(1) Significant change of scope, budget, objectives, or period of performance of a HUD-approved work plan approved under this Agreement;

(2) Change of key personnel (staff, contractors, and consultants) assigned to a HUD-approved work plan or the award, as submitted with the A&F package under this Agreement;

(3) Extension of the performance period of this Agreement or a HUD-approved work plan;

(4) The need for additional funding for total award amount or a HUD-approved work plan;

(5) Inclusion of costs that require prior approval in accordance with OMB Circular A-122 (for State and local governments, OMB Circular A-21);

(6) Reallocation of funds provided for administrative or coordination costs;

(7) Reallocation of funds between funding pools or "projects" in the DRGR System;

(8) Pre-award costs;

(9) Before incurring costs related to a proposed work plan, absent any specific notice to the contrary;

(10) Any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel (see [Organization and Key Contacts Updates](#) section of these Provisions);

(11) Change in rates not already approved by HUD for technical assistance activities (see [Attachment 6](#) for additional guidance);

(12) Contract or agreements for conference/meeting space (see [Attachment 10](#) for additional guidance);

(13) The sub-award, transfer, or contracting out of any work under this award, unless described in the awardee's application or A&F documentation. For details, see [Procurement](#) section and [Subawards](#) section of these Provisions; and

(15) 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 awardees 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).

Procurement

(a) The awardee's process for acquiring goods and services under this Agreement must comply with 24 CFR part 84.40 through part 84.48 (or, for State and local governments, part 85.36), as applicable to the organization receiving the contract. And the contracts awarded by the awardee must contain the provisions set forth in Appendix A to part 84 or part 85 of 24 CFR, as applicable to the organization receiving the contract.

(b) All procurements, including those under small purchase procedures, must be open, free, and competitive, except when competitive proposal methods are not feasible and meet one of the criteria at 24 CFR part 84.44 or 24 CFR part 85.36.

(c) Some form of cost or price analysis is to be made in connection with every procurement action.

(d) Arms-length business relationships must be maintained. A strict code of conduct should exist that prohibits under-the-table favors from contractors and subcontractors; that prohibits special treatment of persons having a financial or personal interest with the awardee; and that provides equal treatment to all prospective sources.

Subawards, Contracts, and Consultant Agreements

(a) The use of sub-awards, consultants, and subcontractors is subject to the specific written, prior approval of HUD. The awardee of this agreement is responsible for providing HUD with copies of all proposed contracts and sub-award agreements. The awardee's request for approval shall be submitted to HUD with a request to change labor rates, and must include the following supporting data:

(1) Basis for consultant or subcontractor selection;

(2) Sole source justification (i.e., justification for lack of competition, when competitive bids or offers are not obtained);

(3) Basis for award cost or price, to include price or cost analysis performed by the awardee of this Agreement; and

(4) Approval of the awardee's authorized representative, including the following certification: *I certify, on behalf of, entity name, that any consultants or subcontractors were selected in accordance*

with procurement standards as found in 24 CFR part 84 (for states and local governments, 24 CFR part 85).

(b) The Procurement Standards of 24 CFR part 84 and 24 CFR part 85 are applicable to procurement contractors made pursuant to this Agreement.

(c) The awardee shall include in the contract or sub-award agreement such provisions as may be necessary to ensure that all consultants, subcontractors and sub-awardees comply with the applicable requirements of this Agreement.

(d) The applicable [Federal standards and requirements](#) for sub-awards and contracts/subcontracts under this agreement shall be those otherwise applicable to the type of organization receiving the sub-award, contract or subcontract.

(e) The use of Federal funds provided by this agreement for payment of fee or profit under a “sub-award,” is not allowable. The term “sub-award” does not include the recipient’s procurement of goods and services such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

(f) HUD reserves the right to disallow subcontractors or consultants from working under this award, and HUD may limit the annual total number of hours to be worked by an employee, subcontractor, or consultant. HUD may also require additional bids for any proposed TA activity.

(g) HUD may issue subsequent guidance necessary to standardize the collection of information required by this section of these Provisions.

Meeting Space for Trainings and Conferences

(a) The use of meeting space for trainings and conferences supported by this Agreement is subject to prior, written approval from HUD.

(b) Standard for submission and approval. Whenever HUD assigns the awardee to conduct in-person training, or conference, the awardee must complete the first tab on the *Event Space TA Provider Budget template* (see Attachment 10) and submit the information, along with the proposed rental agreement, if applicable, to the HUD Program Office coordinating the delivery of the training or conference. For events where the HUD Program Office indicates that the event would have been held remotely if funds were insufficient for an in-person event, the awardee’s costs for development and presentation are excluded. Awardees must update the participant attendance information in the Learning Management System on HUD Exchange (www.hudexchange.info) within 5 days. Events with estimated costs of \$20,000 or more, inclusive of HUD travel costs, require additional approval. For events exceeding \$20,000, awardees must complete and submit the second tab on the *Event Space TA Provider Budget template* within seven days of event conclusion and the third tab after all trailing costs are known to CommunityCompass@hud.gov.

(c) Post-approval. As soon as all eligible costs, including eligible trailing costs, have been paid by HUD, the awardee must complete the actual costs tab on the *Event Space TA Provider Budget form* ([Attachment 10](#)). The awardee must submit the information to the HUD Program Office coordinating the delivery of the training or conference

Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR). Unless otherwise exempt, the awardee must maintain current information in the CCR until the final financial report is submitted to HUD.

(b) Requirement for Data Universal Numbering System (DUNS) numbers. The awardee may not enter into a contract or agreement with an entity that does not have a DUNS number. The awardee may verify DUNS numbers using www.sam.gov or may contact the assigned GTR to verify the DUNS numbers. The awardee of this Agreement is required to notify potential consultants and contractors of the requirements for a DUNS number.

Sanctions, Suspension, and Termination

(a) Sanctions. Failure to comply with 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 Cooperative Agreement Officer taking action to limit access to program funds. Actions by the cooperative agreement officer may include, but are not limited to: requiring that reports and financial statements be submitted to the Cooperative Agreement Officer for approval before drawing down any funds; removing the awardee from the DRGR System; placing the awardee on an alternative payment system to be determined by the Cooperative Agreement Officer; suspending the ability to incur costs or draw funds; and suspending or terminating the cooperative agreement for non-performance. Regulations regarding suspension or termination are found at 24 CFR part 84 (for State and local governments, at 24 CFR part 85).

(b) Suspension. The Cooperative Agreement Officer may, on reasonable notice to the awardee of this Agreement, temporarily suspend the award and withhold further payments pending corrective action by the awardee.

(c) Termination. Pursuant to 24 CFR part 84.61 (24 CFR part 85.44, for State and local governments), this Agreement may be terminated, in whole or in part, by the Cooperative Agreement Officer if the awardee of this Agreement materially fails to comply with these terms and conditions or with the consent of the awardee. The awardee of this Agreement may terminate the Agreement upon sending written notification to the Cooperative Agreement Officer as set forth in 24 CFR part 84.61 (24 CFR part 85.44, for State and local governments). This agreement may be terminated for convenience, when both parties agree that the continuation of the award would not produce beneficial results.

Disputes, Claims, and Appeals

These terms apply pursuant to 24 CFR part 84.62(b) (24 CFR part 85.43(b), for State and local governments),

(a) Disputes and Claims. During the performance period, disagreements may arise out of or relating to this Agreement. If a dispute arises, the awardee of this Agreement may submit a claim in writing to the Cooperative Agreement Officer for decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim. Within 60 calendar days, the Cooperative Agreement Officer shall either prepare a written decision or notify the awardee of a specific date when a decision will be rendered. The decision of the Cooperative Agreement Officer shall be final unless the awardee of this Agreement decides to appeal.

(b) Appeals. For award funds sourced from CPD (see Budget Summary of HUD form 1044), the awardee of this Agreement may appeal the decision within thirty (30) days to the Director of the Office of

Technical Assistance and Management, Community Planning and Development located at HUD Headquarters. For award funds sourced from PIH-Receiptership, the awardee shall send appeals to the Assistance Secretary for PIH. For award funds sourced from ONAP, the awardee of this Agreement may appeal the decision within 30 days to the Director of Headquarters Operation, Office of Native American Programs, which is located at HUD Headquarters.

Paperwork Reduction Act

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

Deliverable Products

During the performance period, the awardee is required to either submit official products of work to the GTR and the GTM(s) or POTAC(s); or must submit and store deliverables in a manner deemed appropriate by HUD. These include but are not limited to progress reports, closeout documentation, and products specified in the work plans, such as training materials, videos, evaluations, case studies, computer products, and audio-visuals. Failure to submit required reports on time may cause the cooperative agreement officer to take action to suspend or terminate the award.

Section 508 of the Rehabilitation Act of 1973 requires all federal electronic and information technology to be accessible by people with disabilities. All work products that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at <http://hudatwork.hud.gov/po/i/508/index.cfm>.

Publications and News Releases

(a) 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.

(b) All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, electronic files, and any other physical materials and products produced directly under this award are deliverables, owned by the government and held for the benefit of the public. As determined by HUD, all deliverables must contain the HUD logo. Deliverables must not include the logo or emblem of the awardee, sub-awardee or contractor, or other participant in the work, unless HUD approves otherwise.

(c) Deliverables, quotations therefrom, paraphrasing, or disclosures of interim findings may not be published by the awardee or other participants in the work without HUD's approval.

(e) All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the awardee or other participants in the work after HUD review and approval 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.”

(f) 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 awardee or its staff, or any sub-awardee or contractor, or other person or organization participating in the work of the award, shall be provided to the GTR, GTM(s), or POTAC(s), at least two weeks before the planned release.

(g) News releases and other public announcements may not disclose any draft or interim finding or quote or paraphrase any part of any deliverable without complying with the disclosure statement requirements as stated above. All press releases or public issuances made during the term of the award must be reviewed and approved by the GTR or Cooperative Agreement Officer before release.

Restrictions on Printing

(a) In accordance with government printing and binding regulations, reproductions of reports, data, or other written materials intended for submission to HUD for government use, as required in the award, is authorized, provided the materials produced do not exceed 5,000 impressions of any page and that items consisting of multiple pages do not exceed 25,000 impressions in aggregate. The aggregate number of impressions is determined by multiplying pages times copies. An impression is one sheet, size 8 ½ by 11 inches or less printed on one side only and in one color. Each additional color counts as an additional impression.

(b) The above limitations do not apply to the printing of nongovernmental publications or materials that are intended for the use of HUD grantees, non-profits, and program clients and are not printed primarily or substantially for use by HUD or another federal agency.

Real Property

(a) Title to all nonexpendable and expendable tangible personal property purchased by the award of this Agreement with funds obligated to this Agreement shall be deemed to have vested in the awardee upon purchase, unless stated otherwise in this Agreement, in accordance with the provisions of Office of Management and Budget (OMB) Circular A-110, without further obligation to the Government. This property shall be used for the conduct of activities supported by this Agreement, unless stated otherwise in this Agreement.

(b) The awardee of this Agreement shall manage property in accordance with 24 CFR part 84.30 through part 84.37 (or 24 CFR part 85.31 through part 85.33, for State or local governments), as applicable to the organizational structure of the awardee. As part of the Agreement closeout process, the awardee must account for any real and personal property acquired with Federal funds or received from the Federal Government.

(c) Equipment. The awardee must seek HUD approval prior to purchasing equipment (as defined by 24 CFR part 84.32 and part 85.32), using funds under this award. With each approval request, the awardee must submit the following information:

1. Identify the type of equipment and indicate if this equipment is to be used for this project only or will be shared with other customers/clients.
2. If the equipment will be shared with others, demonstrate that HUD is paying only its proportionate share of the cost and that the cost is not duplicated in your indirect cost rate.
3. Explain why there is no other equipment in the organization that is available for the work under this agreement.
4. Will the equipment be purchased on a competitive basis?
5. Cover conditions for leasing of real property, if applicable.

Intangible Property

(a) Intangible property standards, including inventions and patent rights, are as specified in 24 CFR part 84.36 (24 CFR part 85.34, for State or local governments), and 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, which titles and sections are incorporated herein by reference.

(b) HUD reserves a royalty-free, non-exclusive, and irrevocable license 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 an awardee or sub-awardee or a contractor purchases ownership with award funds.

(c) The awardee of this Agreement must submit to the GTR, GTM(s), POTAC(s), and the Cooperative Agreement Officer all invention disclosures, using [Attachment 8 of these Provisions](#).

Rights in Technical Data, Computer Software, and Copyright

(a) Technical Data. Rights are as specified in 24 CFR part 84.36 (or 24 CFR part 85.34, for State or local governments), as applicable to the organizational structure of the awardee, which is incorporated herein by reference.

(b) Computer Software. The Government will receive unlimited rights in all computer software resulting directly from the performance of work supported by this Agreement, or any other subcontract or agreement. Unlimited rights, as used in this clause, means rights to use, duplicate, release, or disclose technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

Privacy Act

(a) The awardee of this Agreement is required to design, develop, or operate HUD data subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable HUD regulations.

(b) All subcontracts and sub-awards issued for services paid with funds under this Agreement are subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable HUD regulations.

(c) The awardee of this Agreement is required to include the Privacy Act clause contained in this Agreement in every solicitation for subcontracts and sub-awards; and in every subcontract and sub-award agreement.

(d) Any person who knowingly or willfully violates the requirements of the Privacy Act is subject to criminal penalties and fines under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. 494, 495, and 1001. In the event of improper use or disclosure of HUD data, the awardee of this Agreement agrees to report the incident to the Cooperative Agreement Officer and GTR, and to cooperate fully with HUD.

Lobbying Activities Prohibition

The awardee of this agreement is subject to the provisions of section 319 of Public Law 101-121, 31 U.S.C. 1352 (the Byrd Amendment), in HUD’s implementing regulations at 24 CFR part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

National Policy Requirements

This Agreement is subject to the requirements to the National Policy Requirements contained in the [General Section](#).

Whistleblower Protection

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employees obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

After-the-Award Requirements

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 24 CFR part 84.71 through 84.73 (or 24 CFR part 85.50 through 85.52, for State or local governments). Awardee must submit a [Closeout Certification \(Attachment 9\)](#) within 90 days of the end of the period of performance or complete expenditure of funds, whichever is first.

The awardee is responsible for compliance with these after-the-award requirements. The requirements highlight three primary areas of continuing responsibility after closeout of the award.

(a) Records and materials. The awardee must maintain records and materials related to activities supported and payments paid under this award. [Attachment 3 of these Provisions](#) contains of suggested list of records and materials to maintain. The awardee must kept the records in a safe place and be accessible to auditors and other government officials. This requirement also extends to all subcontracts and subagreements the awardee has executed or paid for that exceed \$10,000.

(b) Accountability for property continues as long as the awardee holds the property, or for the period of time established by the regulations noted above. The awardee shall report the status of the property to HUD (see [Attachment 7 of these Provisions](#)). Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award and the relevant provisions in 24 CFR parts 84 or 85, as applicable. Program income, including royalties, must be used to support eligible activities.

(c) Notification to the Cooperative Agreement Officer if, at any time during the five-year period after the close of the award, the awardee organization is discontinued or changes location. The awardee must immediately notify the Cooperative Agreement Officer of the new address or the address of the party retaining all records (see [Organization and Key Contact Updates](#) section of these Provisions).

Audit and Access to Records

(a) Audit. The awardee of this Agreement and its sub-awardees and contractors are subject to the audit requirements contained in 24 CFR parts 84.26 or 85.26, as applicable. The awardee, and all its non-federal consultants, and contractors that expend \$500,000 or more in a year in Federal funds are required to have an audit conducted. Certain data from the audit is to be submitted to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/fac/> and to HUD. The FAC staff can be reached on 1-800-253-0696. The Clearinghouse address is Federal Audit Clearinghouse, 1201 E. 10th Street, Jeffersonville, IN 47132.

(b) Access to Records. HUD shall have direct access to sufficient records and information of the awardee of this Agreement, as they determine, to ensure full accountability for federal funds. Access requirements are set forth in 24 CFR part 84.53 (and 24 CFR part 85.42, for State or local governments), as applicable.

(c) HUD's right to Audit. HUD reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement, based upon: (1) HUD review, (2) the final audit, or (3) any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the awardee's auditor or a cognizant agency has already conducted one.

Site Visits

HUD authorized representatives have the right to make site visits at reasonable times to review award and work plan accomplishments and management control systems, and to provide technical assistance, if required. The awardee must provide, and must require its contractors and consultants to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work of the awardee.

Reports

The awardee of this Agreement shall ensure that reports are furnished as specified below:

(a) Quarterly Performance Report. As allowed by 24 CFR part 84.51 (and 24 CFR part 85.40, for State or local governments), HUD is requiring quarterly reports, beginning at the start of the Federal fiscal year, and due 30 days after the end of each three month period. The awardee shall keep HUD informed of activity and progress toward accomplishment of each work plans approved under this Agreement. HUD may standardize the collection of this information through guidance issued subsequent to this Agreement.

(1) At HUD's discretion, the Quarterly Performance Report requirements may be fulfilled by submission of the monthly activity status report in the TA Portal, and in the financial data in the DRGR System. Both the TA Portal and the DRGR System will collect the information necessary for HUD to understand the TA activities undertaken during the month, including narrative description of the work conducted, accomplishments, timeliness and assessment of actual costs as compared to estimated costs. For each quarter, HUD may roll-up the data covering the subject quarter that has been submitted by each awardee for each respective cooperative agreement.

(2) Notwithstanding the above, the standard financial forms at 24 CFR part 84.52 (and 24 CFR part 85.41, for State or local governments) remain required.

(b) Final Technical Report. 24 CFR part 84.87 (and 24 CFR part 85.50, for State or local governments), requires the awardee to submit a Final Technical report within 90 days after expiration or termination of the Agreement. The Report shall document the results of the complete and on-going activities. It shall contain brief information on each of the following.

(1) A comparison of actual accomplishments with the goals and objectives established for the Agreement, the findings of the investigator, or both;

(2) Reasons why established goals were not met, if appropriate; and

(3) Other pertinent information.

(c) Final Financial Status Report. 24 CFR part 84.87 (and 24 CFR part 85.50, for State or local governments), requires the awardee to submit a Final Financial Status Report within 90 days after completion of the Agreement, and shall be submitted on a Standard Form 425 “Federal Financial Report (FFR).” The report shall be on a cash or accrual basis, depending on how the awardee’s accounting records are normally kept.

(d) Section 872 Reporting. If applicable, awardees receiving federal funds with a cumulative value greater than \$10 million and their direct (i.e. first tier) sub-awardees, contractors, and consultants are required to report to the Federal Awardee Performance and Integrity Information System (FAPIIS).

FFATA Reporting

(a) This Agreement is subject to the Federal Funding Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252, referred to as the “Transparency Act” (FFATA).

(b) The awardee of this Agreement is required to report sub-awards and compensation for executives of the awardee and sub-awardees. The information must be reported in the federal government-wide website www.fsrs.gov or its successor system. The awardee will have until the end of the month plus one additional month after an award or sub-grant is obligated to fulfill the reporting requirement. A public web site discloses the use of federal financial assistance through the Federal Sub-award Reporting System (FSRS) at www.fsrs.gov.

(c) Additional information how to report the required information is available in Appendix A of the following guidance issued by the Management and Budget Office: [FR Doc. 2010-22705 Filed 9-13-10; 8:45 am] <https://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation#h-25>

Attachment 1. Guidance on Eligible Community Compass Activities

Eligible Activities:

HUD may assign the awardee of this Agreement to respond to a technical assistance need or an approved TA request from a HUD customer. The awardee's response must be in the form of a work plan. The work plan must propose to use only the eligible activities supported by this Agreement, as highlighted below. The [FY2014 Community Compass NOFA](#) includes a more detailed description of each eligible activity.

1. **Conduct Needs Assessments**
 - Onsite or remote
2. **Direct Technical Assistance and Capacity Building Engagements**
 - Onsite or remote
 - Help Desks
3. **Develop and Maintain Tools and Products**
 - HUD program performance reporting
 - Toolkit development
 - Course/curriculum development
 - Technical writing/guidebooks
4. **Self-Directed and Group Learning**
 - Training delivery
 - Instructor-led training
 - Peer-to-peer learning
5. **Knowledge Management**
 - Develop, maintain and host websites
 - Learning or curriculum management systems
 - Database management
6. **Data reporting, analysis and management**
 - Assistance in analyzing data
 - Assistance in using and reporting data
 - Annual Homeless Assessment Report (AHAR) preparation
 - Operation of HMIS Data Lab
7. **NAHASDA Allocation Formula Administration and Negotiated Rulemaking Support**
 - Administration of the allocation formula
 - Assistance with formula determinations
 - Risk assessment and regulatory and policy implementation

Attachment 2. Guidance on Work Plans

A work plan is the awardee's proposed strategy to address the needs determined by HUD or a gap in skill, knowledge, or capacity, as identified in the TA assignment. A proposed work plan must contain the key elements listed below, in order for HUD to approve the strategy. Work plans must be approved by the GTR before the awardee can begin work under the plan. HUD reserves the right to adjust or clarify these requirements through subsequent written guidance.

- Basic information, including: the awardee name, award number, work name, work plan number, work plan type, and funding source (also known as project, in the DRGR System).
- Work plan number and name, which shall be consistent with HUD's numbering convention. The same work plan number and name must be used for both the TA Portal and the DRGR System.
- The name and contact information (email address and phone number) for the lead person on the work plan.
- The period of performance for the work plan.
- HUD customer(s)/grantee(s) assisted or intended audience of TA, along with the HUD program(s) for which assistance is being planned.
- Estimated total budget for the work plan; budget of costs associated with work plan amendments; estimated total budget for direct labor/staff; and estimated total budget for other work plan costs.
- A work plan scope that includes:
 - A summary of the need, TA request, or assignment from HUD. The summary should consider the objectives of Community Compass, as provided in the Program NOFA. In addition, for NAHASDA work plans, the summary must consider the expectations from the management plan.
 - A brief description of the proposed TA, including an identification of any proposed training, direct technical assistance, and/or pass-through funds, as applicable.
 - A description of how the TA provider will coordinate the proposed assistance with the delivery of other technical assistance provided by others, if known and if practicable.
 - A description of past and current TA provided to the HUD customer or audience, and how the new effort will change or expand current or past efforts.
 - For amendments, a proper justification for the amendment. The justification must acknowledge the TA need(s) that still exists. If HUD has requested the amendment, the awardee's justification should indicate such.
 - A description of the site or location to be used in the delivery of TA.
 - Meeting space request or approval from HUD, if applicable.
 - If the assistance will be delivered jointly with other awardees, include: the staff of the other awardees; and the respective roles and responsibilities of each of the involved TA providers should be described. Alternatively, the awardee may capture this requirement within the description of a specific task on the work plan.
- A list of tasks associated with the work plan scope. Each task must include:
 - An estimated budget and hours by task;
 - A period of performance (start and end dates);
 - A description of how each proposed work plan task will address the TA needs as identified in the needs assessment or TA assignment from HUD;
 - Eligible activities, which must include those activities supported by this agreement (see [Attachment 1](#));
 - Key staff, subcontractor, and consultant personnel (by name or labor category/title, whichever matches the awardee's financial system), and the estimated hours for each;
 - The relationship of the proposed services to the Consolidated Plan, if applicable; and

- A list of proposed staff, subcontractor, and consultant personnel assigned to the work plan. The listing must include:
 - The name and staff type (labor category or title, whichever matches the awardee's financial system) for each staff, subcontractor, and consultant personnel;
 - Estimated hours for each of proposed staff, subcontractor, and consultant personnel;
 - Period in which each person will work under the plan (start and end dates); and
 - The HUD approved labor rate and the effective date of that rate for each person.
- A list of other, non-wage/staff costs, including:
 - Estimated costs for travel, including number of trips, unit cost by trip, and number of people per trip;
 - G&A, overhead, and indirect costs, including the federally-approved percentages;
 - Communication and shipping costs;
 - Meeting space or training costs; and
 - Any other cost that can be directly charged to the work.
- Each work plan must include milestones.
 - A schedule or plan for delivering the assistance, including any milestones, outputs, and outcomes.
 - 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.
 - A list of planned site visits or meetings with the targeted HUD customer(s), HUD field office staff, and HQ staff. In addition, the awardee may capture this requirement within the description of a specific task on the work plan.
- At least one proposed accomplishment.
- A list of measurable outcomes and the methodology to be used for measuring the success of the TA.
- If necessary, as determined by HUD, a communication protocol for working with the HUD customer(s), other TA providers, and/or the HUD field office staff. The awardee may capture this requirement within an attachment to the work plan.
- Subcontract and consultant agreements, which the awardee can capture within an attachment to the work plan.
- Signed nondisclosure agreements related to all TA activities performed pursuant to this agreement and in connection with HUD's Continuum of Care Program and competition.

When directed by HUD, the awardee shall provide the customer a copy of the work plan approved by HUD—excluding any associated costs and labor rates in the work plan. In addition, once the work plan has been approved, the TA provider will, at HUD's direction, execute a TA Agreement with the TA beneficiary or HUD customer and will deliver the approved technical assistance. The TA provider is required to work cooperatively with other providers in the geographic areas to ensure that clients are provided with the full range of TA services 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 TADP and 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 Closeout 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

Attachment 4. Monthly Billing Requirements

The awardee of this agreement is required to submit payment requests to HUD at a frequency that is at least monthly, for those months in which services/activities are occurring. The awardee must require its contractors and consultant to submit invoices for costs incurred, within 30 days of rendering services. Payment requests for actual costs incurred must comply with the [allowable cost](#) standards of these Provisions. All payment requests from the awardee must be submitted and approved using the DRGR System and the TA Portal, as applicable. The following documentation and record keeping standards apply to all payment requests.

Costs incurred should be billed no later than the last day of the month following the delivery of services, but within 90 days following service delivery.

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

1. The voucher number, cooperative agreement award number, funding source, and work plan number or name. A single voucher may include only a single competition year (e.g., NSP, McKinney-Vento, Community Compass, etc.). But a single voucher may include multiple work plans, and multiple projects.

2. Total amount of the payment request for the voucher, and by work plan and award.

3. Documentation of actual costs from the awardee's financial management system. The awardee 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:

- a. The cooperative agreement award number, funding source, and work plan number or name.
- b. Dates of the activities/actual costs by work plan.
- c. 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.
- d. Actual activity, not estimates of activity, of each employee, subcontractor personnel and consultant.
- e. The federally-approved indirect cost rate used, and the total indirect costs.
- f. If applicable, the approved G&A rate used, and the total G&A rate costs.
- g. A cumulative amount of funds expended by work plan and by the award.
- h. 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.

4. An Activity Summary – HUD will collect this information via the TA Portal, if applicable, and will develop a useful template to collect the activity information. The template and the TA Portal will collect the following requirements:

- a. For each work plan for which payment is requested, provide a single paragraph describing the activities to which the payment are attributable.
- b. Indicate any work products, including in progress, drafted, and final products.
- c. Identify the entity(ies) assisted, and the location of the assistance.
- d. 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.

- e. A cumulative amount of funds expended by work plan and by the award.
- f. 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.”
- g. Indicate any accomplishments and barriers to accomplishments.

(b) File documentation. In addition to the applicable record retention items include in [Attachment 3 of these provisions](#) or elsewhere in this , the awardee 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 requests particular documentation for remote monitoring purposes, and for submission when the GTR requests particular documentation to assess payment requests by the awardee:

1. 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.
2. 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.
3. 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.
4. 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.
5. Employees’ and contractors’ work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

Attachment 5. Instructions For Requesting and Receiving Payments

The awardee of this Agreement must complete and submit to HUD the

(a) Establishment of a Line of Credit. Upon award approval HUD creates an account for the award with the Federal Reserve. This account is connected to HUD's Line of Credit Control System, which processes payment of vouchers and invoices (including invoices from contractor, staff, suppliers, etc.) submitted by the awardee through the DRGR System. To receive payment, however, the awardee must first inform HUD of the bank account in which funds should be deposited.

(1) Direct Deposit Sign-Up Form (HUD SF-1199A). Use the [Direct Deposit Sign-Up Form \(HUD SF-1199A\)](#) (available on HUD's website under Forms) to designate a Depository (usually a bank account). The designated depository provides HUD with the necessary authority and instructions to make direct deposits through the Federal Reserve to the designated account. If the awardee is currently receiving other funds from HUD, the bank account designated may be the same account as that designated for other HUD programs. Remember to provide the awardee's nine (9) digit Tax Identification Number (TIN) (the same number found on box #6 of the HUD-1044). The Sign-Up form includes instructions for its preparation. Send the original form with signature via mail to the Cooperative Agreement Officer, and provide a copy of the form via email to communitycompass@hud.gov and the Cooperative Agreement Officer and GTR. HUD will process the original form after it received. The awardee will receive a letter via mail when the line of credit is established.

(2) LOCCS-VRS Access Authorization (HUD-27054). **The awardee's authorized representative must designate at least two staff persons authorized to access eLOCCS.** Each authorized staff person must complete an individual security access request form known the [LOCCS – VRS Access Authorization Form](#) (available on HUD's website under Forms). The awardee's designated persons must request "query" only access, using the form. The completed form must be signed by the organization's **Chief Executive Officer** or designee and **notarized** prior to submitting it to HUD. **In no event should the official signing the HUD-27054 form be one of the persons authorized to access the eLOCCS.** Instructions for the preparation and submission of the form are included with the form.

Upon receipt of the completed security form, HUD will issue each authorized person a user ID and a password by certified mail. Only authorized individuals who have obtained appropriate security identification numbers and passwords will access to eLOCCS. The security authorizations are validated annually at the beginning of each Federal fiscal year on October 1st.

(3) Access to the DRGR. In addition to requesting eLOCCS access, access to the DRGR System is also necessary to request and receive payment from HUD. HUD has initiated access to the DRGR System for all authorized representatives and points of contact identified on the SF-424, along with all requests submitted with the A&F documentation. Persons designated as *Grantee Administrators* in the DRGR System may request access for any persons within the awardee's organization, including contractors and consultants. The *Grantee Administrator* must request the *Draw Approval* role in the DRGR System, for any persons who are authorized to approve invoices from subcontractors and consultants, and submit payment requests to HUD on behalf of the organization. HUD will issue subsequent guidance on how to complete the requests in the DRGR System.

(b) Drawdowns.

(1) Standard Voucher (Form HUD-27053). The [Standard Voucher Form](#) (available on HUD website under Forms) must be prepared with the [billing documentation](#), when entering the payment requests into the DRGR System. The Form should serve as a cover page the [billing documentation](#) that is submitted with each voucher. Maintain the original form HUD-27053 with the award files for auditing purposes. The GTR or Cooperative Agreement Officer may amend this arrangement during the course of

this award. If any changes are made to this arrangement the awardee will be notified of the changes in writing.

(2) Drawdown in the DRGR system. HUD will issue subsequent guidance on how to complete requests for payment using the drawdown functions in the DRGR System.

(c) GTR approval. The GTR will review the Standard Voucher Requests (Form HUD-27053) and the required billing documentation submitted with the payment request in the DRGR System. The GTR may seek input from the GTM(s) or POTAC(s) or other HUD persons having knowledge of the work completed. If there is a problem with the payment request, the GTR will contact the awardee to resolve the issue(s). If the issues cannot be satisfactorily resolved, the GTR may take steps to limit access to funds.

Attachment 6. Guidance on Labor Rates

The organization's authorized representative or primary point of contact must submit the **Labor Rate Schedule** to TAWageApproval@hud.gov to request approval of staff, subcontractor, and consultant rates. The TA Labor Rate Schedule includes instructions and the Rates over \$175 templates.

See the *TA Labor Rate Schedule* attached to these provisions.



TA Labor Rate
Schedule_v11.19.14.

Attachment 7. Property Statement

Cooperative Agreement Number	Click here to enter number.
Organization Name	Click here to enter name.

Part I. Based on the records and as required by the property management standards set forth in the award agreement, the following reflects the status of real and personnel property paid for in whole, or in part, by funds from this award:

1a. Was <u>real property</u> acquired?	☐ Yes (continue) ☐ No (skip to #2)
1b If yes, list the real property in Part II.	
1c. Will the property continue to be used for the purpose authorized in the agreement?	☐ Yes ☐ No
If no, is approval being requested from HUD to use the property in other projects?	☐ Yes ☐ No
If yes, specify which projects:	Click here to enter text.
If no, provide disposition instructions to HUD in Part II.	

2. Was <u>non-expendable personal property</u> acquired?	☐ Yes (continue) ☐ No (skip to #3)
2a. If yes, list the non-expendable person property in Part II.	
2b. Will the property continue to be used for the purpose authorized in the agreement?	☐ Yes ☐ No
If no, is approval being requested from HUD to use the property in other projects?	
If yes, specify which projects:	Click here to enter text.
If no, what is the proposed disposition of this property? (Check one or both)	☐ Approval is requested to retain the property in whole or in part. ☐ Disposition instructions from HUD are requested.
If both boxes are checked, please explain in detail in Part II of this Statement.	

3. Was <u>expendable personal property</u> with an aggregate value of over \$5,000 (for State and local Governments) or \$1,000 (for non-profit organizations) acquired?	☐ Yes ☐ No (skip to Part II)
3a. If yes, refer to your agreement and request disposition forms from your GTR.	

PART II. Information requested in Part I may be provided in the format that follows.

	Enter item name.	Enter item name.	Enter item name.	Enter item name.
Date Purchased	Enter a date.	Enter a date.	Enter a date.	Enter a date.
Description	Enter description.	Enter description.	Enter description.	Enter description.
Serial Number	Enter number.	Enter number.	Enter number.	Enter number.

Unit Cost	Enter cost.	Enter cost.	Enter cost.	Enter cost.
% HUD funds	Enter %.	Enter %.	Enter %.	Enter %.
Location Address	Enter text.	Enter text.	Enter text.	Enter text.
Condition	Enter text.	Enter text.	Enter text.	Enter text.
Service Contracts	Enter text.	Enter text.	Enter text.	Enter text.
Inventory Reconciled	Enter text.	Enter text.	Enter text.	Enter text.

Authorized Official Name

Authorized Official Title

Date

Attachment 8. Inventions, Patents And Copyrights Statement

Complete HUD form 770 (Report on Inventions and Subcontracts) and submit the completed form with all quarterly reports and the final closeout report.

The form is available on HUD's website at: <http://www.hud.gov/offices/adm/hudclips/forms/files/770.pdf>

If inventions or patents are identified on the form, a set of standard data elements to be reported have been published in the Federal Register at Vol. 73, No. 197/Thursday, October 9, 2008. These data elements can be found at http://www.whitehouse.gov/omb/grants/grants_docs.html. If inventions or patents are being reported, please provide the applicable data from the OMB standard elements.

The following is a listing of the inventions, patents and copyrights resulting from this organization's and/or subcontractor's work under this cooperative agreement, in accordance with requirements of the agreement:

1. Inventions and/or Patents

Name of Inventor	Title of Invention/Patent	Patent Applied For (give date)
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.

2. Copyrights

Name of Author	Title of Item	Copyrights Applied For (give date)
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.

Authorized Official Name

Authorized Official Title

Date

Attachment 9. Closeout Certification

CLOSEOUT CERTIFICATION

Cooperative Agreement Number	Click here to enter number.
Organization Name	Click here to enter name.

It is hereby certified that, to the best of my knowledge, all activities undertaken, or to be undertaken, with funds provided under this agreement have been carried out, or will be carried out, in accordance with the award agreement; that no fraud, waste or mismanagement has occurred in the administration of this award; that proper provision has been made for the payment of all unpaid costs and unsettled third-party claims; that the Department of Housing and Urban Development is under no obligation to make any additional payments to the awardee.

It is also certified that any program income resulting from this award or any remaining real property resulting from this award, even if obtained after award close-out, shall be used to further award objectives. I understand that prior HUD approval must be obtained to use either program income or real property for any other purpose other than that of the original project for a period of five years from the expiration of this award. At this time program income consists of \$_____. Accounting records will be kept on the use of these funds and any additional program income. I understand that HUD may monitor compliance with the terms of this agreement at any time.

Authorized Official Name

Authorized Official Title

Date

NOTE: Any false statements knowingly or deliberately made are subject to civil or criminal penalties under Section 1001 of Title 18 of the U.S. Code.

Attachment 10. Conference Space Approval

When calculating budget estimates for events, the awardee must identify which staff, subcontractors and/or consultants will be conducting the training or presenting at the conference, the lodging nights, based on the travel distance to the event. The awardee should use Federal Travel Rates as provided by GSA in estimating airfare and hotel costs, unless otherwise approved by the GTR or Cooperative Agreement Officer.

The Event Request TA Provider budget form must be submitted to the HUD Program Office requesting the training or conference. The Program Office will submit the Event Space Request form in the TA Portal with the TA Provider budget form and the Event Rental Space agreement form, if applicable.

See the *Event Request* file attached to these provisions.



Event Request TA
provider budget 1.24

Attachment 11. PIV for HUD's IDIS

As mandated by the Homeland Security Presidential Directive-12 (HSPD-12), the awardee is required to complete HUD's Personal Identity Verification (PIV) forms to gain access to IDIS (Integrated Disbursement & Information System). IDIS access may be necessary if HUD tasks the awardee to complete TA for one or more IDIS grantees, or one or more HUD formula programs, including ESG, CDBG, HOME, or HOPWA, or the HOPWA competitive program.

The awardee and any of its contractors or consultants delivering TA are required to submit the following PIV forms to HUD for approval and processing:

1. PIV & Pre-Security Form (Rev. April 2013) , which is included in the *PIV & Security Form* attached to these provisions.



PIV FORM 2014 A.pdf

2. OF-306 (Declaration for Federal Employment), which is accessible online at:
http://www.opm.gov/forms/pdf_fill/of0306.pdf OF-306 (Rev. Oct. 2011)
3. Rules of Behavior (ROB) form, which is accessible online at:
www.hud.gov/offices/adm/hudclips/forms/files/27065.pdf
4. Fair Credit Check Authorization (FCRA) (Rev. April 2013) , which is included in the *Fair Credit Check Authorization Form* attached to these provisions.



Fair Credit Reporting
Form.pdf

Please send a copy of the completed Personal Identity Verification (PIV) forms to communitycompass@hud.gov. Keep the originals on file with the work plan and award documentation.

HUD's Personnel Security Division (PSD) will process the forms received via email, and will ensure that the potential new users meet mandated suitability standards to protect the mission of the agency. Each potential new user will receive emails that are very important and time sensitive.

PSD and the TA Division maintain its own security management system to store records related to this process to address and safeguard personally identifiable information.

Attachment 12. Non-Disclosure Agreement for CoC Competition

A signed nondisclosure agreement is required for all staff, subcontractors, and consulting working on TA activities in connection with HUD's Continuum of Care Program and competition. The information should be submitted to the GTR and POTAC with the work plan in DRGR and TA Portal, and by e-mail if HUD directs such.

See the *TA contractor non-disclosure with HEARTH* file attached to these provisions.


TA contractor
non-disclosure with H