

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

General.....	3
Federal Requirements .....	3
Order of Precedence.....	4
Award Budget .....	4
Period of Performance .....	4
Post-Award Administration .....	5
Responsibilities of the Awardee .....	6
HUD Responsibilities .....	7
Amendment of Agreement.....	8
Organization and Key Contacts Updates .....	9
Standards for Financial Management Systems .....	9
Eligible Program Activities.....	9
Labor Rates .....	10
DRGR System.....	10
TA Portal.....	11
Work Plans.....	11
Allowable Costs .....	12
Pre-Award Costs .....	13
Payments .....	13
Program Income.....	14
Profit or Fee .....	14
Indirect Costs .....	14
Prior Approvals.....	15
Procurement .....	16
Subawards, Contracts, and Consultant Agreements .....	17
In-Person Conferences, Trainings, and Other Events .....	17
Sanctions, Suspension, and Termination .....	18
Disputes, Claims, and Appeals .....	19
Paperwork Reduction Act .....	19
Deliverable Products.....	19
Publications and News Releases .....	19
Restrictions on Printing.....	20
Real Property .....	20
Intangible Property.....	21
Rights in Technical Data, Computer Software, and Copyright .....	21

Privacy Act.....	21
Lobbying Activities Prohibition.....	22
National Policy Requirements .....	22
Whistleblower Protection.....	22
After-the-Award Requirements.....	22
Audit and Access to Records .....	23
Desk Reviews and Site Visits .....	23
Financial and Program Performance Reports .....	23
FFATA Reporting.....	24
Attachment 1. Guidance on Eligible Community Compass Activities.....	26
Attachment 2. Basic Work Plans Standards.....	27
Attachment 3. Record Retention.....	30
Attachment 4. Monthly Billing Requirements.....	32
Attachment 5. Instructions For Requesting and Receiving Payments .....	34
Attachment 6. Labor Rate Schedule .....	36
Attachment 7. Property Statement .....	37
Attachment 8. Inventions, Patents and Copyrights Statement .....	39
Attachment 9. Close-out Certification .....	40
Attachment 10. Approval of Meeting Space for In-Person Events.....	42
Attachment 11. PIV for HUD’s IDIS.....	43
Attachment 12. Non-Disclosure Agreement (NDA) for CoC Competition.....	45
Attachment 13. Other Conflicts of Interests .....	46

## **General**

(a) Purpose. The terms and conditions for implementing the Technical Assistance and Capacity Building Program Cooperative Agreement (“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 and its sub-awardee, consultant(s) and contractor(s) charged with undertaking technical assistance and/or capacity building activities using funds obligated to this award.

(4) “Cooperative Agreement Officer” is the authorizing HUD official and HUD signatory on the HUD form 1044 accompanying these Provisions. The responsibility to protect HUD’s interest related to the terms of this Agreement is vested with the Cooperative Agreement Officer, with assistance from other HUD staff, including a Government Technical Representative (“GTR”), a Government Technical Monitor (“GTM”), and a Program Office Technical Assistance Coordinator (“POTAC”).

## **Federal Requirements**

The following requirements, as amended, are applicable to funds awarded under this Agreement, and are incorporated by reference:

1. Part 200 of Title 2 of the Code of Federal Regulations (“CFR”) the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter XXIV of Subtitle B of Title 2 of the CFR, *Department of Housing and Urban Development*.

2. As allowed by 2 CFR part 200.101 and 2 CFR 200.501, subparts A through E of this part are also applied to commercial organizations, including small businesses. Organizations listed in Appendix VIII to 2 CFR part 200 are exempt from Subpart E and are subject to the FAR.

3. General Section to the Department’s Fiscal Year (FY) 2017 NOFAs for Discretionary Programs (“General Section”), available online at:  
[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/spm/gmomgmt/grantsinfo/fundingopps](https://portal.hud.gov/hudportal/HUD?src=/program_offices/spm/gmomgmt/grantsinfo/fundingopps).

4. FY 2017 HUD Community Compass Technical Assistance and Capacity Building NOFA, available online at:  
[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/spm/gmomgmt/grantsinfo/fundingopps](https://portal.hud.gov/hudportal/HUD?src=/program_offices/spm/gmomgmt/grantsinfo/fundingopps).

5. Certification, assurances, and documents included within and accompanying the Application for Federal Assistance, SF-424, and the Administrative and Financial (“A&F”) documentation.

6. Any other applicable Federal laws, regulations, executive orders, and agency-wide notices and policies.

### **Order of Precedence**

The following order of precedence resolves any inconsistency or conflict in the terms and conditions specified in this Agreement, or HUD written standards, policies, and procedures:

1. Federal laws, regulations, and policies applicable to this Agreement.
2. The terms of this Agreement.
3. The work plans approved by HUD.

### **Award Budget**

(a) The total dollar amount obligated to this Agreement is identified on the HUD form 1044, as the “Total Instrument Amount.” The amount establishes the ceiling for the total payment of allowable costs during the award period of performance; 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 Approved Budget, which accompanies the HUD form 1044 and 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 written approval from the GTR or Cooperative Agreement Officer. And, the awardee’s financial management system must track award funds by funding sources.

(c) In addition to direct costs and indirect costs categories included in 2 CFR 200, the program-specific cost categories for this award include the funding sources or “projects” on the Approved Budget page of this Agreement.

(d) Unless otherwise authorized by the Cooperative Agreement Officer, written approval by the GTR or Cooperative Agreement Officer is required before the awardee can use the funds obligated to this Agreement.

(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.

(f) If additional funding becomes available after the execution of this Agreement, HUD may consider funding the awardees up to its full funding request—the amount identified in box 18a (*Estimated Federal Funding*) of the SF 424 (*Application for Federal Assistance*) submitted with the application. HUD will not award to any organization funding in excess of the *Estimated Federal Funding* amount listed on the SF 424.

### **Period of Performance**

(a) Unless extended, the period of performance for this award is thirty-six (36) months, and begins on the date noted in the “Effective Date” field on the HUD form 1044 executed with this Agreement. This date is also referred to as the “effective date” for this award, unless otherwise provided. The funds

obligated to this award are available for use until the end of the period of performance or the expiration of the period of availability for the appropriation, whichever occurs earliest.

(b) Services provided using funds obligated to this award shall be provided in accordance with this Agreement and during the period of performance, unless otherwise noted.

(c) HUD reserves the right to amend or terminate this award in accordance with provisions contained in 2 CFR 200, or at any time prior to the end of the period of performance.

(d) HUD reserves the right to extend the period of performance for cause.

### **Post-Award Administration**

(a) The actions taken after the execution of this Agreement and pursuant to this Agreement are collectively known as post-award administration. The goal of post-award administration is to ensure that both HUD and the awardee meet the terms of this Agreement.

(b) The GTR, the GTM (or the POTAC) assigned to this award will assist the Cooperative Agreement Officer with day-to-day performance oversight and monitoring of the awardee and compliance with the terms of this Agreement. The GTR will provide technical advice and direction related to the work required by this Agreement. The GTR is also the principal judge of the awardee's performance, including the awardee's ability to control costs of performance. The GTM (or the POTAC) will provide direction on the quality and timeliness of TA products and activities and, when appropriate, will provide feedback to the GTR and Cooperative Agreement Officer on the awardee's overall performance. Subject matter experts and other HUD program office staff (including HUD field office staff) assist the GTM or the POTAC but may not provide direction to the awardee, outside of the scope of an approved work plan.

(c) The Cooperative Agreement Officer is responsible for assigning a GTR to this award and, if necessary, at least one GTM or at least one POTAC. HUD's Technical Assistance Division (TAD) will communicate in writing the name and contact information for the GTR, and the GTM (or the POTAC) assigned to each award.

(d) HUD's Technical Assistance Division (TAD) provides technical and administrative support to the awardees of HUD TA funds; and serves as a central point of contact for announcing, obligating, and awarding HUD TA funds. TAD also prepares and publishes policies, procedures, and guidance specific to HUD TA awards and applicable post-award requirements. Monthly meetings and workshops with HUD staff and awardees are coordinated and organized by TAD.

(e) 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 after the execution of this Agreement, as necessary to resolve conflict within this Agreement, or to effectuate changes in HUD or Federal regulations.

(f) Demand-response system. The post-award administration shall operate within the structure of HUD's demand-response system. Under the demand-response system, HUD identifies technical assistance and capacity building needs and prioritizes those needs based on Departmental, programmatic, and jurisdictional priorities. HUD assigns the awardee to provide technical assistance, based, in part, on the awardee's expertise and experience. The TA assignment includes the name of each HUD customer that needs TA, the general scope of work, including the gaps in skills and capacity, and the point(s) of

contact for additional information about the scope of the assignment. The awardee must propose a work plan, including the appropriate method to deliver the technical assistance. The awardee may not begin carrying out the plan until the GTM (or the POTAC) and the GTR approve the plan, unless otherwise authorized by the Cooperative Agreement Officer. A work plan must include the standards required in this Agreement, and other requirements for the TA program. Defining the scope of a work plan, finalizing deliverables, and monitoring performance of planned work are actions requiring collaboration between the GTR, the awardee, and the POTAC (or the GTM).

(g) The successful completion of this Agreement depends heavily on a team effort between the awardee, the GTR, the Cooperative Agreement Officer, the POTAC (or the GTM), 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 only 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 that each HUD customer receiving TA is aware of the scope of the TA engagement; must ensure that each customer participates in the development and delivery of TA, to the extent appropriate; and any meetings with the customer are planned in advance. When directed by the GTR, or the POTAC (or the GTM), 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.

(c) The GTR or the POTAC (or the GTM) may direct the awardee to include in the TA work plan the specific responsibilities of the awardee, HUD staff (including HUD field office staff), and the customer, as it relates to carrying-out the plan. HUD sometimes refers to this direct as a memorandum of understanding. The awardee must comply with the directive to ensure full implementation of the work plan.

(d) When requested by HUD, the awardee shall conduct a needs assessment to identify the type and nature of the assistance needed by the HUD customer receiving TA. The awardee shall report the results of a needs assessment in writing to HUD.

(e) When so directed by HUD, the awardee will coordinate its TA work plans and other activities allowed by this Agreement 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.

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

(g) In the event the awardee, or any consultant or contractor of the awardee, deviates from any terms included in the HUD-approved work plan, or any other term or condition in this Agreement, without the written approval of the GTR or Cooperative Agreement Officer, such deviation shall be at the awardee's own risk, and any associated costs for unauthorized deviations shall not be borne by HUD.

(h) The awardee of this Agreement has full responsibility for compliance with the terms of this Agreement.

(i) 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).

(j) The awardee of this Agreement shall immediately notify the GTR, the GTM (or the POTAC), and the Cooperative Agreement Officer of developments, including all challenges and barriers, that have a significant impact on the award-supported activities. Also, written notification shall be given to the GTR the GTM (or the POTAC), and the Cooperative Agreement Officer 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.

(k) 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.

(l) Conducting Business in Accordance with Ethical Standards/Code of Conduct. The requirements in the General Section, in the subsection with the same name, are applicable to the Awardee and its sub-awardees, consultants, and contractors, as it relates to 2 CFR 200.317 and 200.318(c). The conflict of interest standards in [Attachment 13](#) of these Provisions also apply.

(m) The awardee of this Agreement shall participate in regular and ad hoc meetings with HUD, as it relates to post-award administrative requirements, compliance with the terms of this Agreement, and in order to implement the TA activities of an approved work plan. These meetings may occur in-person, via telephone, or via any other method prescribed by HUD and allowed by this Agreement.

(n) 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 retain signed nondisclosure agreements with its award file, unless otherwise directed by the GTR, the Cooperative Agreement Officer, or the GTM (or POTAC). And, the awardee must comply with those nondisclosure agreements while conducting technical assistance activities.

(o) While engaged in providing technical assistance, the awardee will not sell or promote its own or any other products or services. The awardee must neither imply that HUD endorses any product or service nor use the name of HUD or any division of HUD to sell a product or service.

(p) 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 indirect costs. The awardee is also responsible for tracking and reporting on award, project/funding sources, and work plan 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, with assistance from the POTAC (or the GTM) and HUD field office staff, as appropriate, will provide day-to-day oversight on the performance under this Agreement, including: technical, programmatic, financial, and administrative performances. The GTR, with assistance from the POTAC (or the GTM): (1) may participate in discussions of programmatic, technical, managerial, and/or scheduling concerns; (2) may provide technical 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 this Agreement, approve work plans, technical or programmatic reports, and other information submitted by the awardee; and (4) will review and, where required by this Agreement, approve billing documentation and requests for payment.

(c) The GTR may schedule desk reviews 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 statute or regulation.

(d) HUD may direct the awardee on how to submit required information to HUD.

(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 Cooperative Agreement Officer or the GTR with assistance from the POTAC (or the GTM) inspects, 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 GTR, the POTAC (or the GTM), and the Cooperative Agreement Officer will only request the awardee perform work within the scope of this Agreement; and will only request work that can be covered by the obligated amount of this award and within the performance period for this Agreement.

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

(i) Field Office Involvement. Field offices will participate in the assessment of need, when conducted by TA providers; participate in a HUD review committee or decision making committee (selected representatives) to prioritize and decide TA assignments; 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; be available for consultation during the TA engagement; 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) With appropriate notice to the awardee, the Cooperative Agreement Officer may unilaterally make administrative changes, such as changes in the amount of 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 that was submitted prior to the execution of this Agreement. 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](mailto:communitycompass@hud.gov) with a copy to the Cooperative Agreement Officer and the GTR. HUD will determine the impact of changes to the awardee's organization, and will advise the awardee, as appropriate. HUD will also keep all completed forms in its 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](http://www.sam.gov).

(b) Change to key contact person. 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, 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](http://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](#)).

(d) Change to Administrative and Financial (A&F) documents. To update information submitted to HUD during the A&F package, update and re-submit the forms included with the A&F package. The awardee may need to update the A&F documents if changes are made to the organization's name or structure.

### **Standards for Financial Management Systems**

The financial management system of the awardee of this Agreement must comply with the standards set forth in 2 CFR 200.302.

### **Eligible Program Activities**

(a) The eligible TA activities supported by this Agreement are detailed in the Community Compass Program NOFA, and within [Attachment 1](#) of these Provisions. The activities include: needs assessments; direct TA; development and delivery of tools and training; self-directed and group learning; knowledge management; data reporting, analysis and management; and NAHASDA allocation formula administration and negotiated rulemaking support.

(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 plan for or 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 engagements. Unless otherwise authorized by the Cooperative Agreement Officer, coordination costs charged to the award must not exceed five (5) percent of the total award amount.

(c) Administration costs. Depending on the total amount of this award, the awardee can use up to 10 percent or up to fifteen (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 the awardee's staff, contractors, or consultants can incur costs under this Agreement, unless otherwise authorized by the Cooperative Agreement Officer. HUD will determine the reasonableness of and approve all rates in accordance with 2 CFR part 200, including 2 CFR 200.404. The approval requests must be submitted as directed by HUD.

(b) HUD approval of allowable wage costs will be limited to the wages approved by HUD.

(c) The Cooperative Agreement Officer with assistance from the assigned GTR or any other HUD staff designated by the Cooperative Agreement Officer may negotiate labor rates associated with the awardee's staff, consultants, and contractor, including rates that are deemed too high or unreasonable.

(d) For the awardee's staff, contractors, and consultants with existing, HUD-approved rates, any rate changes submitted to HUD must be based on the organization's compensation policy submitted to HUD, and not less than annually thereafter.

(e) 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, if applicable, must include a justification statement for high rates, sole source contractor, and any changes in HUD-approved rates.

(f) HUD's determination for approval of rates will be based, in part, on those rates ordinarily paid for similar work in the awardee's organization. If the awardee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(g) HUD reserves the right to disapprove rates, to limit hourly wages to the extent allowed by Federal law, and to limit the annual total number of hours to be worked by any employee of the Awardee organization or its contractors or consultants.

### **DRGR System**

The Disaster Recovery and Grant Reporting System ("DRGR") is an electronic reporting and payment system at HUD. The System is internally linked to HUD's Line of Credit Control System ("LOCCS"), which houses the funds obligated to TA awards. DRGR is accessible online at: <https://drgr.hud.gov/DRGRWeb>. Authorized users of the awardee shall have access to DRGR, and must maintain access without interruption. The System is used to manage TA awards, including access to the DRGR System; labor rates for employees, consultants, and subcontractors of the awardee organization; work plans; payment requests; and performance reports.

(a) An active user account and acceptance of HUD's Rules of Behavior are required to access DRGR and to avoid interruption of access to the System. All persons with DRGR 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).

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

(c) Payments approved by HUD through DRGR are transferred to the awardee's bank account on file with HUD, using an electronic transfer from LOCCS via DRGR.

(d) HUD procedures on how to obtain access to and use DRGR are available for download from the following website: [sakai.lampschool.org](http://sakai.lampschool.org).

### **TA Portal**

The TA Portal is the portion of the HUD Resource Exchange where HUD and TA providers manage, coordinate, and report on TA requests, Ask-A-Question, TA assignments, work plans and TA engagements, CPD Event Requests, and the Learning Management System ("LMS"). The TA Portal is accessible online at: <https://www.hudexchange.info/onecpd-portal>. Authorized users of the awardee shall have access to 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. HUD uses the TA Portal in tandem with the DRGR system, as well as information from LOCCS.

### **Work Plans**

(a) In response to a TA assignment from HUD, the awardee prepares a work plan and submits it to the GTR and the GTM (or the POTAC) for approval before implementation. The work plan must accurately reflect the planned activities and overall agreement between HUD and the awardee to satisfy the needs outlined in the assignment.

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

(c) The awardee must ensure that any consultants and subcontractors were procured in accordance with procurement standards as found in 2 CFR 200 Subpart D. The GTR, Cooperative Agreement Officer, or the POTAC (or the GTM) can require additional bids for a proposed contracted 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.

(d) Work plan submission. The awardee must submit all proposed work plans in DRGR. *In addition* to the DRGR submission, the awardee must submit proposed work plans in the TA Portal. The awardee shall also e-mail to the assigned GTR and GTM(s) or POTAC(s) a copy of the work plan submitted in the TA Portal, if applicable, or the work plan submitted in DRGR. Work plans must be submitted as directed by HUD.

(e) Work plan approval. Within thirty (30) days of receiving a work plan as proper, the GTM (or the POTAC) shall recommend approval of the work plan in the TA Portal, if applicable, or by e-mail (until the Portal is available for all work plan types); and the GTR or the Cooperative Agreement Officer 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.

(f) Once approved by the GTR or the Cooperative Agreement Officer, a work plan serves as the agreement between HUD and the awardee, for the provision of TA services in response to the TA assignment. Where there is conflict between the terms and conditions in a work plan and this Agreement, this Agreement shall rule.

(g) Only the costs for eligible TA activities may be included in the plan and eligible expenses subsequently may be charged against the work plan budget. The plan may be changed, if approved in writing by the GTR. The GTR or the GTM (or the POTAC) may require changes in the plan after it is approved, to increase its effectiveness, ensure full coordination with other TA providers, or respond to developing conditions, including challenges or barriers.

(h) Work plan close-out. Awardees shall initiate activities to close out work plans within 30 days, and complete close-out activities within 90 days of work plan completion, termination, or expiration of the period of performance of a work plan that will not be extended. The awardee shall not close-out a work plan prior to submission and GTR approval of final invoices/vouchers for costs billable to the work plan. Close-out requires communication and collaboration among the GTR, GTM or POTAC, and as appropriate, the HUD field office.

(i) A work plan and amendment to or close-out of a work plan must be submitted as directed by HUD.

### **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 the "Total Instrument Amount" field on 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 allowable and unallowable costs.

- (1) The Federal cost principles, 2 CFR 200, Subpart E;
- (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 cost (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 or Cooperative Agreement Officer; 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 or Cooperative Agreement Officer.

(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, the GTR or the Cooperative Agreement Officer 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 the GTR or the Cooperative Agreement Officer 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 return funds 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; (c) credits to the amounts charged to individual awards; or (d) offset to a current award. The Cooperative Agreement Officer will determine the appropriate repayment method.

(i) Neither profit nor fee is an allowable cost 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, provided:

(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 the amount included in a pre-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 fully executed; or (3) if an award is executed 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 Cooperative Agreement Officer and the GTR.

### **Payments**

(a) Advance Payments. This Agreement does not allow for payment in advance of costs incurred.

(b) Reimbursement Payment Method. Upon acceptance of the provisions of this Agreement, the awardee agrees to submit monthly payment requests on a reimbursement basis. Due to risks associated with the demand-response nature of technical assistance awards, HUD has imposed, as a specific condition of the award, the reimbursement payment method in accordance with 2 CFR part 200.

(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 DRGR.

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

(4) Payment requests should coincide with the normal billing pattern of the awardee, but payment requests are required at a 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 or Cooperative Agreement Officer will certify for approval of payment requests and DRGR will automatically transmit the requests to the LOCCS for payment via electronic transfer.

(7) Tracking the status of payments. The awardee must track the status of payment requests using DRGR and the reports generated from the System to see when HUD approves payment request, and when requests are paid.

### **Program Income**

Pursuant to 2 CFR 200.307(e)(2), the awardee must add to the funds for this award any program income earned as a result of undertaking activities with funds obligated under 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 in DRGR to include the use of program income.

### **Profit or Fee**

No increment above cost, fee, or profit, may be paid to the awardee or any subcontractor, subawardee, or consultant under this Agreement, except as otherwise expressly provided by law.

### **Indirect Costs**

The following program-specific terms apply to indirect (or F&A) cost rates. These terms are in addition to the terms included at 2 CFR 200, including the Appendix of 2 CFR 200.

(a) Unless the awardee's cognizant agency approves an indirect cost rate subsequent to the execution of the Agreement, the indirect cost rate that applies to this award is included on the HUD form 1044 and is incorporated into this Agreement by reference.

(b) The approved indirect cost rate that is attached to this Agreement is applicable during the period of performance of this award until the awardee's cognizant agency approves a new indirect cost rate.

(c) 10 percent de minimis rate. In addition to the procedures outlined in the appendices in paragraph (e) of 2 CFR part 200.414, any awardee that has never received a negotiated indirect cost rate— except for those entities described in Appendix VII to 2 CFR 200—may elect to charge a de minimis rate of 10 percent of modified total direct costs (“MTDC”) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the awardee chooses to negotiate a rate, which the awardee may apply to do at any time.

(d) HUD will make payments to the awardee based on the approved indirect cost rate in effect and submitted for reimbursement with the invoice.

(e) If, during the period of performance, a new or a final indirect cost rate is approved by a federal cognizant agency which is applicable to the period of performance of this award, the awardee shall request to apply the new or final indirect cost rate prior to the completion of the period of performance. The new or final rate would only apply to costs incurred during the period of performance. Adjustments for past billings may be made from a prior approved rate to a new approved indirect cost rate during or at the end of the period of performance. However, such adjustments must be within the total amount of the award as stated on the HUD- 1044. HUD may direct the awardee to submit documentation to reconcile differences in indirect cost rates.

(f) As described in 2 CFR 200.403, costs must be consistently charged as either indirect or as direct costs, but may not be double charged or inconsistently charged as both.

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

(h) Upon receiving any approved indirect cost rate from its 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. HUD must receive the new/updated indirect cost rate within seven (7) days of the date on the new/updated indirect cost rate notice.

(i) Requirements for development and submission of indirect cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX of 2 CFR 200.

### **Prior Approvals**

(a) Unless otherwise specified in this Agreement or written policies and procedures issued by HUD, the *Prior Approval* provisions of 2 CFR 200.407 apply to the activities supported by this Agreement. The following require prior, written approval from the Cooperative Agreement Officer or the GTR:

(1) Significant changes to a HUD-approved work plan, including: change in scope or approach to accomplish work plan objectives; change in budget, including a change in DRGR project budget (or funding source budget); change in objectives; change in modality in which activities are developed or delivered; removal or addition of a task; change in a task objective; or change in period of performance, including extension of the work plan’s end date.

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

(3) Extension of the performance period of this Agreement;

- (4) The need for additional funding resulting in an increase in the total award amount or an increase in the HUD-approved work plan budget by ten (10) percent or more;
- (5) Inclusion of costs or activities that require prior approval;
- (6) Reallocation of funds allotted for administrative or coordination expenses;
- (7) Reallocation of funds between funding sources or “projects” in the DRGR System;
- (8) Pre-award costs;
- (9) Before incurring costs related to a proposed work plan, absent any provisions herein or any specific notice from the Cooperative Agreement Officer or GTR 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) Labor rates not already approved by HUD for technical assistance activities;
- (12) On-site conferences and training and contract or agreements for such on-site conferences and trainings (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 documents. For details, see [Procurement](#) section and [Subawards](#) section of these Provisions;
- (14) Indemnification protection. If deemed necessary, an awardee may request in writing approval from the Cooperative Agreement Officer to use administrative funds for the cost of indemnification insurance; and
- (15) The use, development, or acquisition of software, property, or equipment.

## **Procurement**

- (a) The awardee’s process for acquiring goods and services under this Agreement must comply with 2 CFR 200.317 through 200.326. And, the contracts awarded by the awardee must contain the provisions set forth in Appendix II to 2 CFR 200, as applicable to the contract.
- (b) All procurements associated with work and funds obligated to this Agreement, including those funds and work 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 2 CFR 200.320(f).
- (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.



(e) 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).

### **Subawards, Contracts, and Consultant Agreements**

(a) The use of sub-awards, consultants, and subcontractors is subject to the specific written, prior approval of HUD. Unless the sub-awards, consultant, and subcontractor agreements and related rates were submitted to HUD and approved with the A&F documents, 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 reason for rate changes, and 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 2 CFR 200, Subpart D.*

(b) The Procurement Standards of 2 CFR 200, Subpart D are applicable to procurement of 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 subaward, 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) The sub-award, contract, and consultant agreement must be submitted as directed by HUD.

### **In-Person Conferences, Trainings, and Other Events**

(a) The use of space for in-person training, conferences, and other HUD-sponsored events are subject to the prior, written approval from the appropriate HUD-approving official outside of the assigned GTR. Work plans may be approved prior to submitting the event requests. However, work plan approval does not constitute approval for the event(s) as defined under HUD's Conference, Travel, and Travel guidance requiring General Deputy Assistant Secretary (GDAS), Deputy Assistant Secretary (DAS), or HUD Deputy Secretary (DEPSEC) approval. Requests to use space for training conferences and other events must be submitted as directed by HUD.

(b) HUD-sponsored conferences may not include a breakfast, dinner, or reception unless exception has been granted by the authorized HUD approving official. Agreements with a hotel, venue, or other entity shall not require HUD (or any third party) to guarantee any quantity of sleeping rooms nor agree to any potential payment or increased costs associated with unoccupied sleeping rooms.

(c) Subsequent to the delivery of any HUD approved in-person trainings, conferences and other HUD-sponsored events, the awardee is required to report to HUD the actual costs associated with the development and delivery of the meeting, event, or conference. The report must be submitted as directed by HUD.

### **System of Award Management and Universal Identifier Requirements**

(a) Requirement for System of Award Management ("SAM"). As required at 2 CFR 25.200, the awardee must maintain active status and current information in the SAM at [www.sam.gov](http://www.sam.gov), until the final financial report is submitted to HUD. Review Section IV.C in the NOFA's General Section for additional details on the SAM.

(b) Requirement for Unique Entity Identifier numbers. The awardee may not enter into a contract or agreement with an entity that does not have a unique entity identifier number, as required at 2 CFR 25.200. The awardee may verify numbers using [www.sam.gov](http://www.sam.gov) or may contact the assigned GTR to verify the numbers. The awardee of this Agreement is required to notify potential consultants and contractors of the requirements for a unique entity identifier 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 DRGR; 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 2 CFR 200.

(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 2 CFR 200.339, 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 2 CFR 200.339. 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**

(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 sixty (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. The awardee of this Agreement may appeal the decision within thirty (30) days to the Cooperative Agreement Officer identified on the HUD form 1044.

### **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 (or the POTAC); or must submit and store deliverables in a manner deemed appropriate by HUD. Products of work may include but are not limited to needs assessment reports, progress reports, close-out documentation, and products specified in the work plans, such as training materials, user guides, data sets, 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/HUD/cio/po/i/508/index>.

### **Publications and News Releases**

(a) The results of work conducted under this award may be made available to the public through dedication, assignment by HUD, or other means as HUD shall determine.

(b) Unless the Cooperative Agreement Officer determines otherwise, 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.

(c) 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.

(d) Deliverables, quotations therefrom, paraphrasing, or disclosures of interim findings must 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 by 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 2 CFR 200.314, 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 the Property Standards in 2 CFR 200, Subpart D. As part of the Agreement close-out 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 2 CFR 200.33), 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 2 CFR 200.315 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.

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

(c) The awardee of this Agreement must submit to the Cooperative Agreement Officer, the GTR, and the GTM (or the POTAC), 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 2 CFR 200.315.

(b) Computer Software. The Government will receive unlimited use rights in all computer software resulting directly and solely 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.

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

(d) Exceptions to technical data, computer software, and copyright standards must be submitted in writing and as directed by HUD.

### **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 the 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 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995). However Federally-recognized Indian tribes and tribal entities established by federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment.

### **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**

Close-out, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 2 CFR 200.343 through 200.345. Awardee must submit a [Close-out Certification \(Attachment 9\)](#) within ninety (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 the after-the-award requirements contained and referred herein. The requirements highlighted below are three primary areas of continuing responsibility after close-out of the award.

(a) Records and materials. In accordance with 2 CFR 200.333, 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 keep the records in a safe place and be accessible to auditors and other government officials. This requirement also extends to all subcontracts and sub-agreements 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. As applicable, 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 Standards referred to in the award and the relevant provisions in 2 CFR part 200, Subpart D. 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 2 CFR 200, Subpart F, as applicable. The awardee, and all its non-federal consultants, and contractors that expend \$750,000 or more in its fiscal year in Federal funds are required to have an audit conducted, as applicable. 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 2 CFR 200.336.

(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.

### **Desk Reviews and Site Visits**

HUD authorized representatives have the right to conduct desk reviews and/or to make site visits at reasonable times to review award and work plan accomplishments, management control and fiscal management systems, and award documentation; and to provide technical assistance, if needed (as determined by HUD), or based on the results of a pre-award risk assessment. 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 desk reviews, site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work of the awardee.

### **Financial and Program Performance Reports**

The awardee of this Agreement shall ensure that reports are completed and submitted to HUD as specified below:

(a) Quarterly Performance Report. As allowed by 2 CFR 200.328, HUD is requiring quarterly reports, beginning at the start of the Federal fiscal year, and due thirty (30) days after the end of each three-month period. The awardee shall document and keep HUD informed of activities and progress toward accomplishment of each work plans approved under 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 clause, the standard OMB data elements required for financial and performance reporting, as noted at 2 CFR 200.328, are required. This means, if DRGR and/or the Portal are unable to satisfy the requirements of 2 CFR 200.328, the awardee is still responsible for reporting financial and performance data to HUD.

(b) Final Performance Report. 2 CFR 200.328 requires the awardee to submit a Final Technical report within ninety (90) days after the end of the period of performance. If the award is fully expended prior to the end of the performance period, the final performance report should be submitted within 90 days of that date. The performance report shall document the results of the complete and on-going activities. It shall contain brief information on each of the following items. The report must be submitted as directed by HUD.

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

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

(3) Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Final Financial Report. 2 CFR 200.343 requires the awardee to submit a financial report within ninety (90) days following the end of the period of performance. If the award is fully expended prior to the end of the performance period, the final performance report should be submitted within 90 days of that date. The final financial and performance reports must be accompanied by the Standard Form 425-Federal Financial Report (FFR). The financial report shall be on a cash or accrual basis, depending on how the awardee's accounting records are normally kept. The report must be submitted as directed by HUD.

(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.fsrc.gov](http://www.fsrc.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.fsrc.gov](http://www.fsrc.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.](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 proper work plan that complies with the terms of this Agreement. The work plan must propose to use only the eligible activities supported by this Agreement, as highlighted below. The Program 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**
  - On-site 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. Basic Work Plans Standards**

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 a HUD 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 notices to the awardee.

1. 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).
2. Work plan number and name, which shall be consistent with HUD's numbering convention. And for any given work plans, the same work plan number must be used for both the TA Portal and DRGR.
3. The name and contact information (email address and phone number) for the lead person on the work plan.
4. The period of performance for the work plan.
5. HUD customer(s)/grantee(s) assisted or intended audience of TA, along with the HUD program(s) for which assistance is being planned.
6. Estimated total budget for the work plan; budget of costs associated with work plan modifications and amendments; estimated total budget for direct labor; and estimated total budget for other work plan costs.
7. A work plan scope that includes:
  - a. A summary of the need, TA request, or assignment from HUD. The summary should consider the TA eligible activities, categories, and program topics of Community Compass, as provided in the Program NOFA.
  - b. A brief description of the proposed TA, including an identification of any proposed training, direct technical assistance, and/or pass-through funds, as applicable.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. A description of the site or location to be used in the delivery of TA.
  - g. Meeting space request or approval from HUD, if applicable.
  - h. 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.
8. A list of tasks associated with the work plan scope. Each task must include:
  - a. An estimated budget and hours by task;
  - b. A period of performance (start and end dates);
  - c. A description of how each proposed work plan task will address the TA needs as identified in the needs assessment or TA assignment from HUD;

- d. Eligible activities, which must include those activities supported by this Agreement (see [Attachment 1](#));
  - e. HUD approved labor category/title for all staff, subcontractor, and consultant personnel, and the estimated hours for each;
  - f. Full name of key staff, subcontractor, and consultant personnel, and the estimated hours for each;
  - g. The relationship of the proposed services to the Consolidated Plan, if applicable; and
  - h. At least one outcome and at least one output, depending on the work plan type.
9. A list of proposed staff, subcontractor, and consultant personnel assigned to the work plan. The listing must include:
- a. The name and staff type (labor category or title, whichever matches the awardee's financial system) for each staff, subcontractor, and consultant personnel;
  - b. Estimated hours for each of proposed staff, subcontractor, and consultant;
  - c. Period in which each person will work under the plan (start and end dates); and
  - d. The HUD-approved labor rate for each person assigned to the work plan (DRGR only).
10. A list of other, non-wage/staff costs, including:
- a. Estimated costs for travel, including number of trips, unit cost by trip, and number of people per trip;
  - b. G&A, overhead, and indirect costs, including the federally-approved percentages (DRGR only);
  - c. Communication and shipping costs;
  - d. Meeting space or training costs; and
  - e. Any other cost that can be directly charged to the work plan.
11. Each work plan must include performance measures, which must be submitted as directed by HUD.
12. Each work plan must include milestones.
- a. A schedule or plan for delivering the assistance, including any milestones, outputs, and outcomes.
  - b. 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.
  - c. 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.
13. At least one proposed outcome for the overall work plan.
14. Consistent with 2 CFR 200.301, identification of at least one goal from the *HUD Strategic Plan 2014-2018* (<http://portal.hud.gov/hudportal/documents/huddoc?id=hudstrategicplan2014-2018.pdf>); and, if applicable, at least one theme from the *Federal Strategic Plan to Prevent and End Homelessness* (<http://portal.hud.gov/hudportal/documents/huddoc?id=hudstrategicplan2014-2018.pdf>).
15. 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.
16. Indication that the awardee has signed and has on-file the nondisclosure agreements related to all TA activities performed pursuant to this Agreement and in connection with HUD's Continuum of Care Program and competition.

17. 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.

18. After the work plan has been approved, the TA provider will, at HUD’s direction, execute a TA Agreement (or memorandum of understanding) with the 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 activities needed and available.

### **Attachment 3. Record Retention**

#### Financial Records

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

#### Deposits and Receipts

Monthly Bank Statements and Reconciliations

Written Procedures for Spending Funds

All Contracts:

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

Chart of Accounts

Ledgers

Cash Disbursement Journals

Payroll Register for Each Employee

Supporting Documentation for All Expenditures:

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

Equipment Inventory Listing

#### Nonprofit Parent or Sponsoring Organization Records

Articles of Incorporation

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

Project Records

Approved Work Plans

Approved Budget Narratives

Grant Award Notice

Special Conditions

Program Modification Requests

Budget Modification Requests

Award Adjustment Notices

Copies of Required Quarterly Reports (Narrative and Financial)

Copy of Close-out Documents (Narrative and Financial)

Pertinent Correspondence Related to This Award (incoming and outgoing)

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

Evaluations Conducted as Required By the Award

Letters of Appreciation

Personnel Folders:

    Resumes

Letters of Employment

    Documentation of Pay Raises

Continuum of Care Nondisclosure Agreement(s)

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

#### **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 thirty (30) days of incurring the costs. 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 DRGR and the TA Portal, as applicable. The following documentation and record keeping standards apply to all payment requests.

The awardee shall bill for costs incurred no later than the last day of the month following the delivery of services, but no later than ninety (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 (or the POTAC):

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, the bill period, and by work plan and award.

3. A description of the actual work performed for costs associated with the payment request, by work plan and inclusive of names of persons who performed work. HUD has developed a template for uniform collection of this— see the Monthly Activity Summary below, under item number four (below).

4. An Activity Summary – The “Monthly Activity Summary” template must be submitted as directed by HUD. The awardee shall include the following within the template to reflect actual work performed and actual costs incurred by work plan, project, and award:

a. For each work plan for which payment is requested, provide a single paragraph describing the activities to which the payment is 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. The current bill period and cumulative amounts of funds committed, expended, uncommitted, and unexpended 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.

5. Documentation of actual costs from the awardee’s financial management system, which must support the description of the work performed. 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.

(b) File documentation. In addition to the applicable record retention items include in [Attachment 3 of these provisions](#) or elsewhere in this document, 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 or Cooperative Agreement Officer request particular documentation for remote monitoring purposes, and for submission when the GTR or Cooperative Agreement Officer request particular documentation to assess payment requests from 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 following documents to initiate requests for payment of actual costs incurred pursuant to this Agreement, and to receive payment from HUD:

(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](mailto: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 as 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 1<sup>st</sup>.

(3) Access to the DRGR. In addition to requesting eLOCCS access, access to DRGR is also necessary to request and receive payment from HUD. HUD has initiated access to DRGR 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. Requests for DRGR access must be submitted as directed by HUD.

(b) Drawdowns.

(1) Standard Voucher (Form HUD-27053). The [Standard Voucher Form](#) (available on HUD website under Forms) may be prepared with the [billing documentation](#), when entering the payment

requests into DRGR. In lieu of using the submission screen in DRGR, the Form can serve as a cover page per 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 the 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 DRGR. Requests to draw funds obligated to the award must be submitted as directed by HUD.

(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 or the Cooperative Agreement Officer 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 or the Cooperative Agreement Officer will contact the awardee to resolve the issue(s). If the issues cannot be satisfactorily resolved, the GTR or the Cooperative Agreement Officer may take steps to limit access to funds.

**Attachment 6. Labor Rate Schedule**

The organization's authorized representative or primary point of contact must submit its **Labor Rate Schedule** to HUD at [TAWageApproval@hud.gov](mailto:TAWageApproval@hud.gov) to request approval of staff, subcontractor, and consultant rates. Labor rates must be approved by HUD before costs can be incurred by staff, subcontractors or consultants for the proposed rates. HUD procedures on how to request approval of rates are (or will be) available for download from the following website: [sakai.lampschools.org](http://sakai.lampschools.org).

**Attachment 7. Property Statement**

Cooperative Agreement Number	<a href="#">Click here to enter number.</a>
Organization Name	<a href="#">Click here to enter name.</a>

**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?	<input type="checkbox"/> Yes (continue) <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, is approval being requested from HUD to use the property in other projects?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, specify which projects:	<a href="#">Click here to enter text.</a>
If no, provide disposition instructions to HUD in Part II.	

2. Was <u>non-expendable personal property</u> acquired?	<input type="checkbox"/> Yes (continue) <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, is approval being requested from HUD to use the property in other projects?	
If yes, specify which projects:	<a href="#">Click here to enter text.</a>
If no, what is the proposed disposition of this property? (Check one or both)	<input type="checkbox"/> Approval is requested to retain the property in whole or in part. <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.
--	------------------	------------------	------------------	------------------

<b>Date Purchased</b>	Enter a date.	Enter a date.	Enter a date.	Enter a date.
<b>Description</b>	Enter description.	Enter description.	Enter description.	Enter description.
<b>Serial Number</b>	Enter number.	Enter number.	Enter number.	Enter number.
<b>Unit Cost</b>	Enter cost.	Enter cost.	Enter cost.	Enter cost.
<b>% HUD funds</b>	Enter %.	Enter %.	Enter %.	Enter %.
<b>Location Address</b>	Enter text.	Enter text.	Enter text.	Enter text.
<b>Condition</b>	Enter text.	Enter text.	Enter text.	Enter text.
<b>Service Contracts</b>	Enter text.	Enter text.	Enter text.	Enter text.
<b>Inventory Reconciled</b>	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 close-out report.

The form is available on HUD’s website at: [http://hudatwork.hud.gov/HUD/cpo/doc/hud770\\_31930.pdf](http://hudatwork.hud.gov/HUD/cpo/doc/hud770_31930.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](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

<b>Name of Inventor</b>	<b>Title of Invention/Patent</b>	<b>Patent Applied For (give date)</b>
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

<b>Name of Author</b>	<b>Title of Item</b>	<b>Copyrights Applied For (give date)</b>
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. Close-out Certification**

**CLOSEOUT CERTIFICATION**

Cooperative Agreement Number	<a href="#">Click here to enter number.</a>
Organization Name	<a href="#">Click here to enter name.</a>

It is hereby certified that, to the best of my knowledge, that all activities have been performed in accordance with the terms and conditions of the executed Cooperative Agreement and applicable program requirements and that there are no known outstanding programmatic or financial issues; 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; and 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.

I certify that the statements as marked below accurately reflect the status of real and personal property paid for by funds under this award and any inventions, patents and copyrights resulting from this organizations and/or subcontractor’s work under this award. As applicable, I have accurately completed the required Property Statement (Attachment 7), the Inventions, Patents and Copyrights Statement (Attachment 8), and all performance and financial reports, where required and as indicated below.

- Yes  No Real and/or personal (expendable and non-expendable) property were paid for, in whole or in part, with funds from this award.
- Yes  No I have completed Attachment 7, Property Statement.
- Yes  No No inventions, patents, or copyrights resulted from this award have resulted this organization’s work or any subcontractor’s work under this cooperative agreement.
- Yes  No Inventions, patents, and/or copyrights resulted from work conducted by this organization and/or subcontractor(s) under this cooperative agreement. I have completed Attachment 8, Inventions, Patents and Copyrights Statement.

\_\_\_\_\_  
 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. Approval of Meeting Space for In-Person Events**

HUD procedures on how to request approval of in-person events are (or will be) available for download from the following website: [sakai.lampschools.org](http://sakai.lampschools.org).

## **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 assigns 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, sub recipients, or consultants delivering TA are required to submit the following PIV forms to HUD for approval and processing. HUD may update the forms listed below, to effectuate change in HUD policy or Federal regulation. The awardee is responsible for using, completing, and submitting the proper forms to HUD.

1. PIV & Pre-Security Form (Rev. September 2016)



New! PIV  
Sheet.docx

2. OF-306 (Declaration for Federal Employment), which is accessible online at:  
[http://www.opm.gov/forms/pdf\\_fill/of0306.pdf](http://www.opm.gov/forms/pdf_fill/of0306.pdf) OF-306 (Rev. Oct. 2011)

3. Rules of Behavior (ROB) form



Rules of  
Behavior.pdf

4. \_\_\_\_\_

5. Fair Credit Check Authorization (FCRA) (Rev. April 2013):



FAIR CREDIT  
REPORTING ACT OF

6. NCJIS Criminal Justice Form (review only)



NCJ Applicants  
Privacy Rights.pdf

7. NCJIS Acknowledgement form



NCJIS  
Acknowledgement.f

8. HUD Management Survey, completed by the GTR or Cooperative Agreement Officer



HUD Management  
Survey

Please email a copy of the completed Personal Identity Verification (PIV) forms to [communitycompass@hud.gov](mailto: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 (NDA) for CoC Competition**

A signed nondisclosure agreement (NDA) is required for all staff, subcontractors, and consultants working on TA activities in connection with HUD's Continuum of Care Program and competition. The completed, signed disclosure shall be retained with the award file, and if, directed by HUD, submitted to the GTR and POTAC by e-mail.

**NOTE:** The NDA for Continuum of Care is being revised. The new NDA form will be provided to TA providers once approved by HUD.

### **Attachment 13. Other Conflicts of Interests**

In all cases not governed by 2 CFR 200.317 and 200.318(c), all awardees and subcontractors and consultants must comply with the following conflict of interest requirements:

(a) *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(b) *Exceptions.* The applicable HUD Cooperative Agreement Officer (CAO) may grant an exception to the general prohibition in paragraph (a) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (c), if the HUD CAO determines the exception will further the Federal purpose of the award and the effective and efficient administration of the TA program or awardee's project, taking into account the cumulative effects of the factors in paragraph (d).

(c) *Threshold requirements for exceptions.* HUD will consider an exception only after the recipient has provided the following documentation:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
2. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(d) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (c), HUD will consider the cumulative effect of the following factors, where applicable:

1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
2. Whether an opportunity was provided for open competitive bidding or negotiation;
3. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
5. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a);
6. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
7. Any other relevant considerations.

(e) HUD may direct the awardee on how to submit required information for HUD review and decision.