

**Assistance Award/  
Amendment**

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

**31144**

Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CALHH0188-08		4. Amendment Number	5. Effective Date of this Action <b>See Block 16</b>
7. Name and Address of Recipient City of Long Beach 333 Ocean Blvd. Long Beach, CA 90802		8. HUD Administering Office HUD, Office of Healthy Homes and Lead Hazard Control 451 Seventh Street, SW Room 8236 Washington, DC 20410	
10. Recipient Project Manager Ronald R. Arias, 562-570-4016		8a. Name of Administrator Deborah Roane	8b. Telephone Number 202-402-7592
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearing House	
14. Assistance Amount		13. HUD Payment Office CFO Accounting Center Administrative Accounting Division, 6AFF P.O. Box 901013 Fort Worth, TX 76101	
Previous HUD Amount \$ 00.00		15. HUD Accounting and Appropriation Data	
HUD Amount this action \$ 874,992.00		15a. Appropriation Number 869/10177 (FY09)	15b. Reservation Number LHH08-28
Total HUD Amount \$ 874,992.00		Amount Previously Obligated \$ 00.00	
Recipient Amount \$ 460,655.00		Obligated by this action \$ 874,992.00	
Total Instrument Amount \$ 1,335,646.00		Total Obligated \$ 874,992.00	

16. Description

EIN: XXXXXXXXXX DUNS: 075295832 Program: 2009 Recovery Act, LHH

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

1. HUD-1044 – HUD 1044 Continuation sheet
2. Schedule of Articles
3. Statement of Work/Work Plan/ Benchmark standards
4. Lead Hazard Control Policy Guidance Issuances
5. Grantee's Financial and Technical Proposal
6. Mutually agreed and negotiated proposal changes
7. Abstract of Grant Activities
8. OMB Circular A-102, which is incorporated at 24 CFR Part 85
9. OMB Circular A-110, which is incorporated at 24 CFR Part 84
10. OMB Circular A-133, which is incorporated at 24 CFR Part 84 and 85
11. Notice of Funding Availability/ NOFA (Federal Register/Vol. 73, No. 54/Wednesday, March 19, 2008 /Notices, FR-5200-N-01)
12. The American Recovery and Reinvestment Act of 2009

APPROVED AS TO FORM

April 22, 2009  
ROBERT E. SHANNON, City Attorney

By [Signature]  
LINDA TRANG  
DEPUTY CITY ATTORNEY

**Period of Performance:** May 1, 2009 to April 30, 2012 - (36 months)

17. Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office. <input checked="" type="checkbox"/>	18. Recipient is not required to sign this document. <input type="checkbox"/>
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19. Recipient (By Name): City of Long Beach TO SECTION 501 OF THE CITY CHARTER

20. HUD (By Name): Deborah Roane

Signature & Title <u>[Signature]</u> Assistant City Manager	Date: 4-23-09	Signature & Title Deborah Roane, Grant Officer	Date: 4-24-09
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Previous editions are obsolete

form HUD 1044 (8/90)  
ref. Handbook 2210.17

**HUD 1044 CONTINUATION SHEET – PAGE 1**

**INSTRUMENT NO: CALHH0188-08**

**SPECIAL CONDITIONS**

The Grantee shall complete and submit a revised management and work plan (with Benchmark Standards), Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the Grant. These revisions shall update the general/basic plan submitted with the proposal and include any negotiation changes to the work plan and budget as indicated below: N/A

- 1)
- 2)
- 3)

These revisions should be developed according to the instructions included in the Lead Hazard Control Grant Program Policy Guidance's developed for your specific OHHLHC grant program or by the Government Technical Representative.

Should these specific issues not be addressed, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General NOFA, Section, VI. 1. Negotiation.

# COOPERATIVE AGREEMENT/GRANT PROVISIONS

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## I. GENERAL

### Overview of Award Implementation

This cooperative agreement/grant (also referred to as award document) is between the Grantee identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement/Grant Terms and Conditions.

In signing this Agreement, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this Agreement.

The Grantee's rights under this Agreement may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan with Benchmark Standards, Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

### Purpose

The purpose of this agreement is as stated in the "Purpose of the Program" section of the NOFA.

### Definitions

"American Recovery and Reinvestment Act of 2009" (ARRA; Recovery Act) means Public Law 111-5.

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

"Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Healthy Homes and Lead Hazard Control devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.

"Grant award" means either a Cooperative Agreement or a Grant, awarded to carry out the purposes of the OHHLHC grant programs. The award consists of the form HUD-1044, these grant terms and conditions, including any special conditions, and other documents referenced in these Terms and Conditions.

"Grant /Cooperative Officer" means the official authorized by HUD to execute and/or administer this grant. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.

"Grantee" as used herein refers to either a recipient of a grant or a cooperative agreement.

"NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.

"Notice" means the Notice which announced the availability of funding for this grant.

"OHHLHC" means the HUD Office of Healthy Homes and Lead Hazard Control, or its successor Office, if any.

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

"Recipient" means any entity other than an individual that received Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

"Subaward" means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

- a. The recipient awards to an eligible subrecipient; or
- b. The subrecipient at one tier awards to a subrecipient at the next lower tier.

2. The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

"Subrecipient or Subawardee" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The subrecipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in §\_\_\_\_.210 of OMB Circular A-133.

"Work Plan" / "Statement of Work" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

## II. PROGRAM REQUIREMENTS

### Administrative Cost

Administrative costs may not exceed 10 percent of the grant award. For more information, please review OMB Circulars (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, or A-122 - Cost Principles for Nonprofit Organizations) that can be accessed at the White House website, <http://www.whitehouse.gov/omb/circulars/index.html>

### Administrative Requirements

For all recipients, awards will be governed by:

- Section 1512 of the American Recovery and Reinvestment Act of 2009.

For non-profits, awards will also be governed by:

- 24 CFR part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

For State and local governments, awards will also be governed by:

- 24 CFR part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

For commercial/for-profit Grantees, awards will also be governed by:

- 24 CFR part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (HUD, as the Federal awarding agency, applies part 84 to for-profit recipients) (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);
- OMB Circular A-133 (HUD's audit requirements for commercial/for-profit recipients are covered by A-133); and
- These grant provisions.

#### Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR § 58.34(a) for a list of exempt activities.

#### Allowable Costs

This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

#### Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-87

Relocated to 2 CFR, Part 225;

[http://www.whitehouse.gov/omb/circulars/a087/a87\\_2004.html](http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html)

#### Cost Principles for Non-profit Organizations

OMB Circular A-122

Relocated to 2 CFR, Part 230;

[http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf)



Cost Principles for Educational Institutions

OMB Circular A-21

Relocated to 2 CFR, Part 220;

[http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf)

Cost Principles for Commercial/For-profits

Federal Acquisition Regulations at 48 CFR part 31.2

<http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200748>

#### Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

Amount Of Cost Share (Estimated Cost And Payment – Matching) (See Block 14 of the form HUD-1044)

The estimated cost for the performance of this grant is the "Total Instrument Amount".

The Grantee shall be reimbursed by HUD for 100% of costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the "Total HUD Amount". HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled "Final Report" for more information. The proposed contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The Grantee is not obligated to contribute more than the "Recipient Amount". However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount".

The Grantee must satisfy all statutory matching requirements in the NOFA. If the Grantee's actual matching contribution is less than "Recipient Amount" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's match, or to reduce the Government's share proportionally. HUD may withhold an amount equal to the statutory required matching amount pending receipt and utilization of the match amount. The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the Grantee exceeds the match, there will be no impact on the Federal share.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."  
Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee. If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report, detailing match or in-kind contributions shall be submitted on a quarterly basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 30 days prior to the end of the period of performance (See clause entitled "Closeout").

The Recovery Act grantees must account for ARRA funds by designated Treasury Appropriation Fund symbols (TAFs) provided in this agreement. The TAF used for this award is 869/10177. The grantee may use funds made available under this award with other funds, provided that the Recovery Act source and uses of funds is accounted for separately, including the ability to account for Recovery Act funded performance results. At a minimum performance results shall consist of the number of jobs created and jobs retained as a result of the expenditure of ARRA funds. All required performance measures will be designated in the HUD approved work plan.

The Standard Performance Progress Report (Form SF-PPR-Recovery) and the Federal Financial Report (Standard Form 425) shall be submitted on a quarterly basis and is due 10 days after the end of each quarter.

#### Central Contractor Registration (CCR)

Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds.

## Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this award document. They include:

- Standard Form 424 or HUD 424, Application for Federal Assistance
- Standard Form 424B or HUD 424B, Assurances for Non-Construction Programs
- Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- Applicant/Recipient Disclosure Update Report (HUD-2880)
- Certification Regarding Parties Excluded From Procurements
- Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- Certification/Disclosure Regarding federal Debt
- Certification Regarding a Drug-Free Workplace
- Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

## Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated to include the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

## Closeout

The Grantee shall provide the Grant Officer with closeout documentation 30 days prior to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Property Statement;
- Completed Inventions, Patents, and Copyright Statement; and

- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for 3 years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the award document. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the five-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

#### Closeout – Recovery

The Recovery Act requires Grantees to spend 100% of the grant amount by the end the period of performance; disallowing no-cost time extensions. Therefore, the 36-month period of performance specified by the Recovery Act requires that the last 30 days be used as the close-out period.

#### Collection Of Data

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

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

#### Conduct Of Work

During the effective period of this grant, the Government Technical Representative and/or the Government Technical Monitor identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Statement of Work/Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

#### Confidentiality

The service provider (e.g., the grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Awardee staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Awardee staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to awardee staff and management staff. The awardee must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the awardee organization itself.

#### Consortia Agreement

This provision pertains to agreements awarded to a consortium or consortia. The designated Lead Agency is the official funding recipient. As such, the Lead Agency performs functions including the following:

- Maintaining the LOCCS account,
- Drawing down and dispersing grant funds,
- Paying related administrative expenses,
- Monitoring the work of the consortia members, and
- Submitting all required reports to the OHHLHC staff.

All recipients and subrecipients in an OHHLHC grant program Consortium under this award must sign the award agreement. By doing so, all entities are legally bound to comply with all the terms and conditions of the award. Should one or more parties not comply at any time, and not immediately be replaced by the Lead Agency, the portion of the allotted award will be dropped from the award agreement. Non-lead agencies, in complying with this award agreement, are responsible for monitoring the time and work of the service providers at their site and for assuring that the Lead Agency has the proper information it needs to submit required reports to HUD and to maintain the award's LOCCS account.

## Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

## Copyrights

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

## Default

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.

If HUD determines preliminarily that the awardee is in default as described in items 1-4, above, HUD will give the awardee notice of this determination and the corrective or remedial action proposed by HUD. The awardee shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the awardee have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the awardee under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts disbursed.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Take any other remedial action legally available.

## Deliverable Products

During the performance period, the awardee is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, Logic Model reports, etc. Failure to submit required documents on time may cause the Grant 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 Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at <http://www.hud.gov/library/bookshelf15/policies/appendixal.cfm>.

## Direct Costs

Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21, Cost Principles for Educational Institutions, A-87, Cost Principles for State, Local, and Indian Tribal Governments, or A-122, Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html).

## Disputes

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative, the Director, Office of Healthy Homes and Lead Hazard Control.

## Environmental Review and Release of Funds

If the Grantee will be conducting physical interventions covered by 24 CFR 58 (or 24 CFR 50, if HUD decides to conduct the environmental assessment), Grantee is required to submit a Request for Release of Funds and Certification (Form HUD 7015.15) with supporting documentation. Contact the OHHLHC Environmental Clearance Officer, Edward A. Thomas for questions, and mail the original and one copy to the address below. Email may be used if the file size does not exceed 5 megabytes in size and the grantee obtains and saves an email return receipt. Persons who have hearing or speech disabilities may reach the phone numbers below from the Federal Relay Service, at 1-800-877-8339.

## Originals and Copy

Edward A. Thomas  
Healthy Homes Representative, Region 3  
Environmental Clearance Officer

Office of Healthy Homes and Lead Hazard Control  
Department of Housing and Urban Development  
The Wanamaker Building, 12th Floor  
100 Penn Square East  
Philadelphia, PA 19107-3380  
Phone: 215-861-7670  
Fax: 215-656-3442  
Cell: 267-235-8695

E-mail: Edward.A.Thomas@HUD.gov

Upon the Grantee's receipt of a letter from OHHLHC approving the "Release of Funds and Certification," physical construction, renovation, remediation or intervention work may begin.

#### Equipment

The following equipment may be acquired, in accordance with the NOFA for the applicable grant program, for the performance of this grant:

#### XRF Instruments

X-ray fluorescence (XRF) instruments purchased with Federal funds for use in the OHHLHC Grant programs will remain the property of the Grantee under the conditions cited in 24 CFR 84.34 or 85.32, as applicable.

#### Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "Total HUD Amount" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS) or eLOCCS. LOCCS/eLOCCS uses a computer software program which ensures that requested payments to the Grantee do not exceed the amount authorized. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

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

To have access to LOCCS and the VRS/eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of



the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the VRS/eLOCCS. Payment requires the authorized Grantee to telephone the VRS or go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS-VRS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:  
NationsBank – Bank of America  
DHUD P.O. Box 277303  
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses. (24 CFR 85.21). If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses. (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

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

Fair Housing and Civil Rights Laws  
Compliance with Fair Housing and Civil Rights Laws

(1) Grantees and sub-grantees must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

(2) If the grantee or any sub-grantee (a) Has been charged with an ongoing systemic violation of the Fair Housing Act; or (b) Is a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging an ongoing pattern or practice of discrimination; or (c) Has received a letter of findings identifying ongoing systemic noncompliance under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, or section 109 of the Housing and Community Development Act of 1974, and the charge, lawsuit, or letter of findings referenced in subparagraphs (a), (b), or (c) above has not been resolved to HUD's satisfaction before the application deadline, then the Grantee or subgrantee is ineligible for funding under this Agreement. HUD will determine if actions to resolve the charge, lawsuit, or letter of

findings is sufficient to resolve the matter. Examples of actions that would normally be considered sufficient to resolve the matter include, but are not limited to: (i) A voluntary compliance agreement signed by all parties in response to a letter of findings; (ii) A HUD-approved conciliation agreement signed by all parties; (iii) A consent order or consent decree; or (iv) An issuance of a final judicial ruling or a HUD Administrative Law Judge's decision.

**Affirmatively Furthering Fair Housing**

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing in its housing and urban development programs. HUD requires the same of its funding recipients. Grantees and sub-grantees possess a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. The Grantee and sub-grantee must incorporate specific actions to affirmatively further fair housing in their work plans for HUD assisted programs and activities, must describe such actions in their reporting to HUD, and must maintain records of these plans, programs, and activities. The Grantee or sub-grantee must report to HUD at least annually on the race and ethnicity statistics of persons participating in and benefiting from the programs and activities on the form HUD-27061.

**Investigation, Compliance, Enforcement and Sanctions**

If there is a failure to comply or threatened failure, the responsible Departmental officer or designee will seek to resolve the failure by informal means. If the failure cannot be corrected by informal means, compliance may be effected by the suspension or termination or refusal to grant or to continue Federal financial assistance, or by any other means authorized by law.

#### **Flow Down Provisions**

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB) As required under the Recovery Act, each first-tier subgrantee is required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; [www.ccr.gov](http://www.ccr.gov)) no later than July 10, 2009.

**HUD's Right to Audit and Disallow and Recover Funds**

The government 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 HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

#### **HUD's Substantial Involvement**

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

- Review and possibly suggest amendments to the study design, including:
  - o study objectives
  - o field sampling plan
  - o sample handling and preparation

- o sample and data analysis
- o quality assurance

- Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).

- Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

#### Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the date in Box #5 on the HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

#### Indirect Costs

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this award document, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

#### Inspection and Acceptance

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

#### Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other subawardee awarded funds made available under the Recovery Act shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

#### Key Personnel

The personnel, specified as key personnel in the original or amended HUD form 96012, Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

#### Lead Safety Certification Requirements

The Grantee agrees that any funds under this grant used for lead-based paint or lead-based paint hazard evaluation or control activities, or for renovation, repair, or painting in pre-1978 housing or child-occupied facilities shall be conducted by firms and persons qualified as follows:

- For lead-based paint inspection, risk assessment, lead dust sampling, abatement,

or interim controls: Firms and persons shall be qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices); and

- For renovation, repair, or painting, renovation firms and renovators performing work on or after April 22, 2010 (or other date specified by the U.S. Environmental Protection Agency or the State in which the activity is conducted) shall be certified for the activities according to 40 CFR Part 745 (possessing certification valid for the State in which the activity is conducted), and that uncertified workers on such activities shall be trained in a HUD-approved course in lead-safe work practices and supervised by a person who is a certified abatement contractor and a certified renovator.
- Laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under its National Lead Laboratory Accreditation Program.

#### Liability Insurance

Securing liability insurance for housing-related hazard evaluation and control activities is an eligible cost. If the scope of the insurance is restricted to work under this grant, the cost is a direct cost. If the scope of the insurance is not restricted to work under this grant, the insurance cost is either an indirect cost or an administrative cost, depending on the relationship of the insurance applicable for this grant to the applicant's overall insurance policy portfolio. See the detailed explanations of indirect and administrative costs provided in the applicable OMB Circular (A-21, Cost Principles for Educational Institutions, A-87, Cost Principles for State, Local, and Indian Tribal Governments, or A-122, Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html).

#### Limitation On Consultant Payments

Salary Limitation for Consultants, per the requirements of the NOFA, Federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, [www.opm.gov](http://www.opm.gov), and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

#### Limitation On Payments To Influence Certain Federal Transactions (Over \$100,000)

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## Lobbying Activities Prohibition

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

## Management and Work Plan (with Benchmark Standards), Deliverables and Budget

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the Recovery Act, which requires that 50% of the awarded funds be spent by the end of 2 years, and 100% of the funds be spent by the end of 3 years. The grantee is advised to develop its management and work plan with a sufficient cushion to ensure that these amounts are spent (that is, the LOCCS request has been approved by the GTR) before the 2-year and 3-year deadlines, because the grant will be terminated and funds recaptured if they are not spent by then. The GTR and/or GTM will provide guidance in developing a Work Plan and revised Benchmark Standards in accordance with the Recovery Act.

The Grantee shall complete and submit a detailed management and work plan (with Benchmark Standards), deliverables and budget within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the GTR.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The work plan shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for subgrantees and subcontractors; the selection process for particular properties in which interventions will be conducted, the intervention activities to be undertaken, screening, health, and other measures to be taken to protect children and other occupants, study designs will be developed, approvals (e.g., from Institutional Review Boards) will be obtained, studies will be implemented, and how progress, financial, technical reports, and journal articles will be prepared. Where there is interdependence among the tasks, the work plan shall indicate how each interdependent task will provide needed inputs to the others.

## Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

### Order of Precedence

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

- a) The American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- b) NOFA.
- c) Management and Work Plan.
- d) Grantee Certification Program Requirement.
- e) Statement of Work/Work Plan (excluding the Grantee's proposal, if incorporated).
- f) Special Conditions.
- g) Uniform Administrative Requirements.
- h) Grantee's Proposal (if incorporated)

Patent Rights (Small Business Firms And Nonprofit Organizations)

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

Grant Officer

Office of Healthy Homes and Lead Hazard Control  
 U.S. Department of Housing and Urban Development  
 451 Seventh Street SW, Room 8236  
 Washington, DC 20410-3000

Period of Performance and Extensions and Incurring Costs Or Obligating Federal Funds Beyond The Expiration Date

The Recovery Act requires Grantees to spend 100% of the grant amount by the end the period of performance; disallowing no-cost time extensions, therefore the 36-month period of performance requires that the last 30 days be used as the close-out period and any additional expenses after that time be spent from the grantee's match or leveraged amounts.

a) The Grantee shall provide all services stipulated in this award agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance. The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

Extension of the Recovery Act grant's period of performance will not be allowed, in accordance with the Recovery Act.

The Office of Healthy Homes and Lead Hazard Control has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

#### Potential Reallocation of Recovery Act Funds

The Grantee is advised that, under the Recovery Act, HUD may reallocate to the Grantee funds recaptured from other Grantees that have not met the 2-year expenditure requirement if the Grantee has complied with the 2-year expenditure requirement. Whether and how to reallocate such funds to the Grantee shall be at HUD's discretion; no right to such funds is created by the Recovery Act or these terms and conditions.

#### Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

#### Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this award. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

#### Prohibited Use of Funds

Recovery Act Section 1604 Restrictions. Recovery Act funds shall not be used to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

#### Publications and News Releases

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

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the grantee or any subrecipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

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

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

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 grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event simultaneously with the release.

## Reporting

### a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

### b) Quarterly Progress Reports

As required by Section 1512 of the Recovery Act, the Grantee is required to report 10 days after the end of each calendar quarter. Quarterly reports will be due no later than July 10th, October 10th, January 10th, and April 10th, for the preceding quarter, following the initiation of the grant through project closeout. If a due date falls on a weekend, holiday, or otherwise-closed Federal workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. The first report is due no later than 10 days after the initial calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act, or July 10, 2009. Thereafter the reports shall be submitted in accordance with the above schedule.

A template to be used in the preparation of each quarterly report will be provided by HUD after grant award. Quarterly reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments in each calendar quarter. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the quarterly reports as attachments. Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones are to be submitted.

Grantees shall use the OHHLHC web-based quarterly progress reporting system. Grantee is to complete the quarterly progress report (Form-HUD-96006) by accessing <http://www-domino5.hud.gov/qprs/qprsr1.nsf> or other Internet address or other method, as advised by the GTR. In the event that a grantee cannot access the Internet, a "Word template" version is available. Completed quarterly reports in this format should be submitted to the GTR. NOTE: Grantees are required to have approval from their Government Technical Representative (GTR) prior to submitting the report using the Word template format.

Grantees are advised that failure to submit timely quarterly progress reports will result in not having their "LOCCS VRS/eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination.

### c) Required Reports

- Grantees are required to submit quarterly reports, including Logic Model reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.



- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by July 10, 2009, and yearly thereafter.

- Race and Ethnic Data Reporting. Race and Ethnic Data Reporting Form HUD-27061, must be submitted by January 10, 2010, and yearly thereafter.

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

American Recovery and Reinvestment Act (ARRA)-Sections 1512 and 1609 Reporting Requirements.

The recipient of American Recovery and Reinvestment Act (ARRA) funds must report on the use of the funds and on the status of compliance with the National Environmental Policy Act by submitting the SF-PPR-Recovery form not later than 10 days after the end of each calendar quarter to HUD. The report will be posted to Recovery.gov. Recipients and their subrecipients (first-tier) must have a Dun and Bradstreet Universal Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and must maintain active and current profiles in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)). (ARRA § 1512, ARRA § 1609).

As required by Section 1512 of the Recovery Act, the Grantee quarterly reports will include the following data elements, as well as other data required by the NOFA:

1. The total amount of ARRA funds under this award;
2. The amount of ARRA funds received under this award that were obligated and expended to projects or activities;
3. The amount of unobligated award balances;
4. A detailed list of all projects or activities for which ARRA funds under this award were obligated and expended, including
  - a. The name of the project or activity;
  - b. A description of the project or activity;
  - c. An evaluation of the completion status of the project or activity;
  - d. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - e. For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.

5. Detailed information on any subcontracts or sub-grants awarded by the grant recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). For any sub-award equal to or larger than \$25,000, the following information:

- a. The name of the entity receiving the sub-award;
- b. The amount of the sub-award;
- c. The transaction type;
- d. The funding agency;
- e. The Catalog of Federal Domestic Assistance (CFDA) number;
- f. Program source;
- g. An award title descriptive of the purpose of each funding action;
- h. The location of the entity receiving the award;
- i. The primary location of performance under the award, including four data elements for the city, State, congressional district, and country;
- j. A unique identifier of the entity receiving the award;
- k. A unique identifier for the parent entity of the recipient, should the entity be owned by another entity; and
- l. The names and total compensation for the five most highly compensated officers of the company if it received
  - i. 80% or more of its annual gross revenues in Federal awards; and
  - ii. \$25 million or more in annual gross revenue.

6. All sub-awards less than \$25,000 or to individuals may be reported in the aggregate, as prescribed by HUD.

7. The Grantee must account for each ARRA award and sub-award separately. Grantee will draw down funds on an ARRA award by ARRA award basis. Pooling or commingling of ARRA award funds with other funds for drawdown or other purposes is not permitted.

8. The Grantee must account for each ARRA award by referencing the assigned CFDA number for each award and the TAF assigned.

National Environmental Policy Act (NEPA). If any projects or activities undertaken with ARRA funds by the grantee are subject to the requirements of the National Environmental Policy Act, grantees in their quarterly reports to HUD, must report NEPA status in Standard Form-Performance Progress Report-Recovery (SF-PPR-R) or other form established by HUD. Recipients and subrecipients should review the Council on Environmental Quality (CEQ) guidance dated March 11, 2009.

The recipient shall report the following information, using the reporting instructions that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov), unless the information is pre-populated.

The Government-wide standard set of data elements for reporting information under Sections 1512(c) and 1609(c) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("Recovery Act") are found in Attachment 2.

## Reproduction of Reports

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED  
Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.

2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

## Review Of Deliverables

a) Definition - For the purpose of this clause, "Deliverables" include:

1) All interim and final reports;

2) Survey instruments required by Statement of Work/Work Plan, if applicable;

3) Other physical materials and products produced directly under the Statement of Work/Work Plan of this grant, if applicable; and

4) Match, in-kind and leverage commitments, if applicable.

b) General

1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. The Products of Work shall be deemed as accepted as submitted if the GTR has not issued written comments and/or required corrections within thirty (30) days of the date of the GTR's receipt of such product from the Grantee.

2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.

3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.

4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.

5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.

6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

#### 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 Grant Officer/GTR taking action to limit access to program funds. Actions by the Grant Officer/GTR may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the LOCCS/VRS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

#### Scope of Services

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

#### Work Plan and Benchmark schedule.

Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart \_\_\_. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first

characters in Item 9d of Part III on the SF-SAC.

c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

#### Special Conditions

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

#### Sub-Recipient Monitoring and Management

Awardees will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and awardees will be responsible for ensuring compliance and submitting required reports to HUD. Awardees may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Financial Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

#### Suspension and Termination

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

Among the reasons for which the Grant may be terminated for cause is the Recovery Act requirement for the Grantee to expend Federal funds as described in the section on Management and Work Plan (with Benchmark Standards), Deliverables and Budget. If the GTR has not approved in LOCCS the drawdown of sufficient funds – 50% and 100%, before the end of the 2-year and 3-year deadlines, respectively – , the remaining funds shall be recaptured and the grant terminated. It is the Grantee's responsibility to submit the payment request in LOCCS and provide adequate justification sufficiently early for the GTR to review the material, advise the Grantee within 5 working days if the submittal is inadequate, and for the Grantee to revise the submittal, with the cycle repeated as many times as necessary to meet the requirements of the grant before each of the deadlines. It is the Government's responsibility to provide the review within 5 working days.

#### Wage Rate Requirements under Section 1606 of the Recovery Act

a) The Davis-Bacon Act requires contractors or their subcontractors of projects costing \$2,000 or more to pay laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits schedule set by the Department of Labor.

b) The prevailing wage requirements at Section 1606 of the ARRA apply to construction work funded directly by or assisted in whole or in part pursuant to this program. The grantee is responsible for carrying out the labor standards administration and enforcement duties described in HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs. Accordingly, the grantee is responsible for the inclusion of the correct Davis-Bacon wage determination and Federal Labor Standards Provisions (form HUD-4010) in all covered construction contracts. Additional information about Davis-Bacon wage and reporting requirements can be found at the HUD Office of Labor Relations web site, [www.hud.gov/offices/olr](http://www.hud.gov/offices/olr). Labor Relations Specialists in HUD Field Offices are available to assist grantees with questions related to these requirements. A list of the staff, their contact information, and the jurisdictions they serve are also on the Labor Relations web site (see above).

c) The Department of Labor (DOL) is currently developing further guidance related to the Davis-Bacon Act in relation to Recovery Act funding. For more information on the Davis-Bacon Act generally, as well as more detailed information on requirements for contractors and agencies, go to <http://www.dol.gov/esa/whd/contracts/dbra.htm>. DOL also maintains a toll-free hotline for questions regarding wages, including the Davis-Bacon Act, 1-800-4US-WAGE. Persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

#### Whistleblower Protection

Each grantee or sub-grantee awarded funds made available under the ARRA shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA § 1553) Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to [hotline@hudoig.gov](mailto:hotline@hudoig.gov)

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410