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THIS GRANT AGREEMENT (Agreement) is made between the United States Department of Housing and Urban Development (HUD) and the organization specified in block seven (7) of the attached Form HUD-1044 (Grantee).

## **ARTICLE I -- GENERAL**

This Agreement is authorized by Section 106 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701x) (the Act) and the Consolidated Appropriations Act, 2006. The purpose of this Agreement is to set forth the terms and conditions under which HUD will provide federal financial assistance to Grantee to carry out a HUD-approved housing counseling program under the Act.

This Agreement is governed and controlled by the following documents, which are incorporated by reference, as they may be amended from time to time:

1. Section 106 of the Housing and Urban Development Act of 1968;
2. Applicable Federal Regulations;
3. The General Section of the SuperNOFA for HUD's Discretionary Programs printed in the Federal Register on January 20, 2006 at 71 FR 3382 [Docket No. FR-5030-N-01A]
4. The Housing Counseling Programs Notice of Funding Availability published in the Federal Register on March 8, 2006 at 71 FR 11800 [Docket No. FR-5030-N-03]
5. HUD Handbook 7610.1, REV-4, CHG-1, dated October 27, 1997, Housing Counseling Program, as amended (HUD Handbook 7610.1);
6. Grantee's application submission, including the application, the statement of work, certifications, assurances, and documentation, to the extent consistent with applicable laws, the SuperNOFA if applicable, this Agreement, and HUD Handbook 7610.1;
7. Form HUD-1044, Assistance Award/Amendment; and
8. Grantee's current HUD-approved Housing Counseling Plan.

Grantee agrees to carry out its eligible activities (See Article IV A.) under this Agreement. The provisions of this Agreement shall apply to the Grantee, and where applicable, Sub-grantees that will assist with carrying out this Agreement.

## **ARTICLE II – DEFINITIONS**

- A. Affiliate means a separately incorporated or organized housing counseling agency connected with an intermediary or SHFA for the purposes of its housing counseling program. To be eligible for a sub-grant an affiliate must be: (1) duly organized and existing as a nonprofit, (2) in good standing under the laws of the state of its organization, and (3) authorized to do business in the states where it proposes to provide housing counseling services.
- B. Branch or Branch Office means an organizational and subordinate unit of an LHCA or Intermediary not separately incorporated or organized. A Branch or Branch Office must

be in good standing under the laws of the state where it is authorized to do business and where it proposes to provide housing counseling services. A Branch or Branch Office cannot be an applicant, affiliate or sub-grantee.

- C. Client: A person who falls within the definition in either subparagraph C.1. or C.2. of this Article AND enters the agency's housing counseling workload by means of a screening interview.
1. A person, family, or group of persons with the same DOCUMENTED housing need or problem potentially resolvable under a HUD program, a conventional home mortgage program, or under a federal, state, county, or city program.
    - (A) A housing need exists when a Client lacks affordable decent, safe, sanitary and accessible housing.
    - (B) A housing problem exists when a Client occupies HUD-related housing, a conventionally-financed home, or a home financed under a federal, state, county, or city housing program and the Client faces the possibility of foreclosure as a homeowner, eviction as a renter, or any other circumstance that impairs occupancy in affordable, decent, safe, sanitary and accessible housing.
  2. A potential or present homebuyer, homeowner, or renter of a property that is or will be HUD-assisted or financed with a HUD-insured or conventional mortgage or through a federal, state, county, or city program.
- D. Government Technical Monitor (GTM) means the individual who may be appointed to assist the Government Technical Representative (GTR). The GTR may delegate duties to the GTM.
- E. Government Technical Representative (GTR) means the individual responsible for technical and financial oversight and evaluation of the Grantee's performance under this Agreement. The GTR reviews and monitors the Grantee's work performance, payment requests, and reports. The GTR is identified in block nine (9) of the attached Form HUD-1044.
- F. Grant Agreement means this agreement.
- G. Grantee means the HUD-approved counseling agency or housing finance agency that receives housing counseling funds from HUD under this Grant Agreement. In the case of an LHCA , Grantee includes the Branches or Branch Offices identified in Grantee's SuperNOFA Application. In the case of an Intermediary, Grantee includes the Branches or Branch Offices listed by the intermediary using the sub-allocation tool in HUD's Housing Counseling System as a requirement of execution of this grant document.. Branches and Branch Offices of intermediaries may be amended, pursuant to Article V, section (B)(2) of this Agreement.
- H. Grant or Grant Funds means the federal funds provided by HUD for the purposes outlined in this Agreement.

- I. Grant Officer means the official authorized by HUD to execute and administer this Agreement. The Grant Officer is identified in block twenty (20) of the attached form HUD-1044.
- J. Intermediary means an organization that provides housing counseling services through its Branches or Affiliates or Sub-grantees. As used in this Agreement, the term Intermediary refers to any of the following entities:
  - (1) State Housing Finance Agency (SHFA) that provides housing counseling services through its Affiliates or Sub-grantees;
  - (2) National Organization that has been approved by HUD to provide housing counseling services through its Branches, Affiliates or Sub-grantees in a number of states as determined by HUD.
  - (3) Regional Organization that has been approved by HUD to provide housing counseling services through its Branches, Affiliates or Sub-grantees in a generally recognized region or group of regions within the United States of America, such as the Southwest, Mid-Atlantic, New England.
- K. Local Housing Counseling Agency (LHCA) means an organization that has been approved by HUD as an LHCA.
- L. State Housing Finance Agency (SHFA) means any public body, or agency, or instrumentality created by a specific act of a State legislature empowered to finance activities designed to provide housing and related facilities, through land acquisition, construction or rehabilitation throughout a State. The term State includes the several states, Puerto Rico, the District of Columbia, Guam, Commonwealth of the Northern Mariana Islands, American Samoa, and the Virgin Islands.
- M. Sub-grantee means an eligible organization to which the Grantee awards a sub-grant, and which is accountable to the Grantee for the use of the funds provided. A Sub-grantee may be separately incorporated or organized, but connected with an Intermediary or SHFA for purposes of the NOFA. In the case of an Intermediary or SHFA that is a Grantee, Sub-grantees, if applicable, are listed by the Grantee using the sub-allocation tool in HUD's Housing Counseling System as a requirement of execution of this grant document. The list of Sub-grantees may be amended, pursuant to Article V, section (B)(2) of this Agreement.
- N. Other pertinent definitions located in HUD Handbook 7610.1, as amended, are applicable to this Agreement.

**ARTICLE III – PERIOD OF PERFORMANCE**

- A. Period of Performance. The Period of Performance shall begin on October 1, 2006 and expires at midnight on September 30, 2007.
- B. Extensions. The Grantee does not have the authority to extend this Agreement without the written approval of the Department. Grantee shall advise the GTR in writing as early as possible but no later than thirty (30) calendar days prior to the scheduled expiration of the Period of Performance if an extension of the Period of Performance is requested.

This request must include the reasons, besides simply using any un-obligated balance, why an extension is necessary and justified, the specific time frame of the proposed extension, and an explanation of how the funds will be effectively spent within the proposed extension period. HUD may approve a one-time extension, for good cause, on a case-by-case basis. Extensions, which are not routinely granted, will not be exercised merely for the purpose of using un-obligated balances. Only the GTR is authorized to approve extensions.

## **ARTICLE IV -- STATEMENT OF WORK**

### **A. Housing Counseling - Budget Line Item 9500**

1. Scope of Services. The housing counseling plan proposed in the Grantee's application represents the scope of services under this award. Grant funds shall only be used for one or more of the eligible services described in the Notice of Funding Availability (NOFA). A Grantee must receive approval from the GTR before implementing any changes in the housing counseling plan proposed in its application. A grant awarded under the SuperNOFA is not intended to cover the total cost of carrying out Grantee's counseling program, and Grantee shall obtain funds from sources other than HUD to cover that portion of the program not funded by HUD. Grantee, and its Sub-grantees, where applicable, shall furnish the necessary personnel, materials, services, facilities (except as otherwise specified herein), and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement. Grantee must notify GTR in writing within 15 days when there is a change in the management staff or housing counselors responsible for the Grantee's housing counseling program. Grantee, and its Sub-grantees where applicable, must be knowledgeable about HUD housing programs, including Federal Housing Administration (FHA) programs, housing programs available in the community and the local housing market, and discuss these programs with Clients, along with other viable alternatives, when applicable and appropriate.
  
2. Provision of Services. See HUD Handbook 7610.1, REV-4, CHG-1, dated October 27, 1997, Housing Counseling Program, as amended (HUD Handbook 7610.1) for requirements regarding housing counseling and education under this grant. When providing the eligible housing counseling services, Grantee, and its Sub-grantees where applicable, shall:
  - (i) Furnish the housing counseling services provided under this Agreement at no charge to Clients.
  - (ii) Coordinate with HUD, mortgagees, lenders, and public and private community organizations that are also working with the Client in order to provide maximum service to the Client.

- (iii) Refer Clients, as appropriate, to other community service organizations.
  - (iv) Provide housing counseling services on a priority basis to low and moderate income Clients.
  - (v) Contact and work with the appropriate mortgagee and HUD Office to assist Clients who are (i) in default on their monthly mortgage payments, (ii) being considered under the Loss Mitigation Program, or (iii) in financial difficulty or in default under a forbearance agreement.
  - (vi) Provide specialized counseling on shared housing or referrals to organizations providing such counseling and information on available housing for sharing.
  - (vii) Provide counseling offices and services that are accessible to persons with a wide range of disabilities.
  - (viii) Assist Clients with locating suitable housing within Grantee's or Sub-grantee's community, target area, or metropolitan areas as defined by Grantee.
3. Mandatory Referrals. Grantee and its Sub-grantees where applicable, shall refer to other community and national resources all individuals who contact the Grantee or Sub-grantee, for assistance but whom Grantee, or Sub-grantee, is unable to serve.
  4. Placement on List of Housing Counseling Agencies. Contact information for Grantee, funded Branches, and Sub-grantees where applicable, shall be maintained on HUD's list of housing counseling agencies, including separate contact information for each Sub-grantee or Branch. Grantee, its Affiliates or Sub-grantees agree to serve all individuals referred to them from this list unless the individual seeks assistance in an area that Grantee or Sub-grantee, does not have expertise in, or Grantee or Sub-grantee does not have counseling sessions available for the time period sought by the individual.
  5. Housing Counseling System. Grantee and sub-grantees, if applicable, must ensure that all agency profile data, and sub-allocation data, if applicable, in HUD's Housing Counseling System (HCS) is correct and current, and updated in a timely manner when changes occur.
  6. HUD-funded Housing Counseling Program Evaluation. Grantee and all Sub-grantees are required to cooperate with HUD staff in research or evaluative studies, or both, related to the Housing Counseling Program and Grant.

B. Intermediary and SHFA Functions.

1. Responsibility for Grant Administration. Grantee shall have wide discretion to implement use of its Grant through its Sub-grantees, if applicable, and is responsible for managing the daily operations of its program. The use of Sub-

grantees, however, does not relieve Grantee of its responsibility for complying with this Agreement and other applicable laws. Grantee agrees to accept responsibility for its Sub-grantees' compliance with the applicable provisions of this Agreement. Grantee shall monitor the performance of its Sub-grantees, and take appropriate action to resolve problems to ensure compliance with this Agreement, Sub-grant agreements, and other applicable laws. Grantee must have in place a quality control plan that specifically outlines how grantee monitors the performance of its sub-grantees. This quality control plan shall be available to HUD upon request.

2. Sub-grants to Affiliates and Allocation of Funds to Branches. Grantee shall maintain copies of all sub agreements and a written record explaining how it sub-granted funds to its Sub-grantees. Grantee shall also maintain a written record of funds allocated to its Branches. These sub-agreements and records shall be available to HUD and the Grantee's Sub-grantees. As a condition of award, Grantees acting as intermediaries must list sub-grantees and funded branches, and their corresponding sub-allocations, in HCS. See Article V, B.2. of this agreement regarding changes in the list of sub-grantees or funded branches, or both, as well as to sub-allocation amounts.
3. Single Audit Act Grantee Responsibilities. Grantee shall fulfill its responsibilities as a pass-through entity under the Single Audit Act, 31 U.S.C. § 7502(f)(2), and OMB Circular A-133, §400(d). These responsibilities include, but are not limited to, sharing information with Sub-grantees, monitoring the activities and finances of Sub-grantees, ensuring that Sub-grantees satisfy the single audit requirements, reviewing Sub-grantees' audits, and ensuring that corrective action is taken to resolve audit findings.

## **ARTICLE V – SUBCONTRACTS AND SUB-GRANTS**

A. General Prohibition. As prescribed by HUD's regulations at 24 CFR 84.25(c)(8), 84.82(d)(3)(iii), or 85.30(d)(4), a Grantee that is subject to 24 CFR part 84 shall not Sub-grant, transfer, or contract any of the work under this Agreement. A Grantee that is subject to 24 CFR part 85 shall not sub-grant, contract, or otherwise obtain the services of a third party to perform activities which are central to the purposes of this Grant. Notwithstanding this general prohibition, a Grantee may sub-grant, transfer, or contract if any of the following exceptions apply.

1. For a Grantee that is subject to 24 CFR part 84, the Sub-grant, transfer, or contract was described in Grantee's grant application and funded in the approved Grant. HUD will indicate in block sixteen (16) of the attached HUD-1044 if any Sub-grant, transfer, or contract is not funded. Notwithstanding the Grantee's grant application and any statement, or lack of any statement, in the attached HUD-1044, a Grantee that is a SHFA, when not acting as an Intermediary, or a LHCA shall not make sub-grants for the performance of any part of this Agreement.
2. HUD approves the Sub-grant, transfer, or subcontract in writing prior to its award.

3. The Sub-grant, transfer, or subcontract is for the purchase of supplies, material, equipment, or general support services. If this exception to the general prohibition applies, Grantee shall comply with the applicable procurement standards in 24 CFR 84.41 through 84.48, 24 CFR 84.84, or 24 CFR 85.36.

B. Requirements Applicable to Sub-grants by Grantees. This paragraph only applies to a Grantee which provides funding to Sub-grantees or Branches.

1. Eligible Sub-grantees. A Grantee may make sub-grants to Sub-grantees that are not HUD-approved provided that the quality of services provided by the Affiliate/Sub-grantees meets or exceeds the standards for HUD-approved LHCAs in HUD Handbook 7610.1. This Agreement serves as the Grantee's certification that the quality of services provided by Sub-grantees that are not HUD-approved shall meet or exceed the standards for HUD-approved LHCAs. HUD does, however, reserve the right to request that Grantee provide HUD documentation that supports Grantee's certification that Sub-grantees, which are not HUD-approved, meet or exceed the standards for HUD-approved LHCAs.
2. Changes to the Composition of Sub-grantees and funded Branches. To amend the list of Sub-grantees or funded Branches, or corresponding sub-grant amounts, or both, after the execution of the grant award document, Grantee must request in writing to HUD to amend the list of funded Branches or Sub-grantees, or both, identified in HCS through the sub-allocation tool. Upon HUD's approval of such request, the sub-allocation tool in HCS must be amended by the intermediary or SHFA, and this Grant Agreement shall be deemed amended accordingly. HUD, however, may require a Grantee execute an amendment to this Agreement amending the Grant amount where a change in the composition of Sub-grantees or Branches providing counseling services changes a Grantee's classification as a National or Regional Intermediary and reduces the applicable SuperNOFA award limits under which Grantee's grant application was evaluated.
3. Funding Agreements between Grantee and Sub-grantees. Grantee shall execute a written Sub-grant agreement with each Sub-grantee before disbursing funds to the Sub-grantee. All Sub-grant agreements shall contain such terms as required by this Agreement, any terms to carry out the purposes of this Agreement, and any additional terms consistent with this Agreement as the Grantee deems proper. The Sub-grant agreement must clearly delineate the mutual responsibilities for program management, including appropriate time frames for reporting results to HUD. State, local, or federally recognized Indian tribal governments shall also include in their sub-grants those clauses required by 24 CFR 85.37. Grantee shall include the following certifications in each Sub-grant agreement.
  - (A) Debarment and suspension. Each Sub-grant agreement shall include without modification the clause in the Form HUD-2992 entitled "Certification Regarding Debarment, Suspension, Ineligibility and



Voluntary Exclusion – Lower Tiered Covered Transactions” in all solicitations and agreements for lower tiered covered transactions, including but not limited to a Sub-grant agreement between Grantee and an Affiliate or Sub-grantee.

(B) Lobbying. Grantee shall include without modification the certification language in the HUD-50071 in all Sub-grant agreements.

C. Documentation of Funding Decisions. As required by section 102(a) of the HUD Reform Act of 1989 (42 U.S.C. § 3545(a)) and 24 CFR 4.5(b), Grantee shall comply with the following requirements where HUD awarded this Agreement to Grantee through a competition such as the SuperNOFA and Grantee makes the grant funds available on a competitive basis to Affiliates or Branches, or both.

1. Grantee shall ensure that it creates sufficient documentation regarding each application to indicate the basis upon which assistance was provided or denied; and
2. Subject to the requirements of state and local law, Grantee shall make the material required by subparagraph C.1 of this Article available for public inspection for at least five (5) years beginning no later than thirty (30) calendar days after Grantee executes the Sub-grant agreement.

D. Notice of Funding Decisions. As required by section 102(a)(4)(C)(i) of the HUD Reform Act of 1989 (42 U.S.C. § 3545(a)(4)(C)(i)), a Grantee that is a state or unit of general local government shall notify the public at least every six (6) months of sub-grants under this Agreement where HUD awarded this Agreement to Grantee through a competition such as the SuperNOFA and Grantee makes this assistance available on a competitive basis to Affiliates or Sub-grantees. The notification shall contain the elements required by 42 U.S.C. § 3545(a)(4)(C)(i). This notification may be by any method conducive to providing information to the public.

E. Sub-grant Applicant Disclosures. As required by section 102(b) of the HUD Reform Act of 1989 (42 U.S.C. § 3545(b)), a Grantee that is a State or unit of general or local government shall not execute any Sub-grant agreement until the Affiliate or sub-grantee makes the disclosures required by this section of the HUD Reform Act of 1989.

1. Disclosure Reports. A Grantee that is a State or unit of general local government shall ensure that Affiliates or Sub-grantees that submit applications to receive assistance and receive, or can reasonably be expected to receive, an aggregate amount of assistance in excess of \$200,000 during the Federal fiscal year in which the application is submitted, disclose at the time of application other government assistance to be used with respect to the activities to be carried out with the assistance, the name and pecuniary interest of any person with a pecuniary

interest in the activities for which assistance is sought, and the expected sources and uses of funds that are to be made available for the activities.

2. Updates to Disclosure Reports. As required by 42 U.S.C. § 3545(b) and 24 CFR 4.11, Affiliates and/or Sub-grantees shall update their Disclosure Reports to reflect substantial changes in their disclosures. The period during which these updates are required begins when the application is submitted and ends when the Applicant discharges all obligations under the terms of the assistance.
  3. Access to Reports. Subject to the requirements of State and local law, Grantee shall make all Disclosure Reports available for public inspection for five (5) years in the case of applications for competitive assistance and for three (3) years in the case of other applications. Updated Disclosure Reports shall be available along with the Original Disclosure Reports, but in no case for a period of less than three (3) years.
- F. Limitation on Consultant Payments. As required by HUD's Appropriations Act, no person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for services paid with Grant funds and such compensation shall not exceed the daily equivalent of the rate paid to Level IV of the Executive Schedule for Federal Employees. Consultant services provided under an independent contractor relationship are not subject to the foregoing limitations and are governed by the applicable procurement requirements in 24 CFR 84.40 through 84.48, 84.84 or 85.36.

## **ARTICLE VI -- ADMINISTRATIVE REQUIREMENTS**

- A. An agreement with a non-profit organization, institution of higher education, or hospital shall be subject to the following administrative requirements as they may be amended:
1. 24 CFR part 84, Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, as applicable; and
  2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, as amended.
- B. An agreement with a state, local or federally recognized Indian Tribal government shall be subject to the following administrative requirements as they may be amended:
1. 24 CFR part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments; and
  2. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments.
- C. Mergers, acquisitions, or other changes in form or organizational structure must be reported to the GTR and receive HUD's prior written approval.

## **ARTICLE VII -- INSPECTION AND ACCEPTANCE**

Inspection, review, correction, and acceptance of all products of work of this Agreement shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs, but final acceptance of all products shall be the responsibility of the GTR.

The GTR or GTM shall inspect and accept the services and deliverables provided under this Agreement. Grantee shall inspect and accept the services and deliverables provided to it by its Sub-grantees.

## **ARTICLE VIII -- CONDUCT OF WORK**

The GTR shall be Grantee's first and primary point of contact with HUD on all matters of a technical nature. Grantee shall submit all reports or other materials to the GTR. The GTR may issue written or oral instructions to Grantee to supplement the Statement of Work described in this Grant. Such instructions must be within the Scope of Work set forth in this Grant, and may not be of such a nature as to affect price, period of performance, or any other provisions of this Agreement. The GTR may designate a GTM to assist with grant management and the GTR shall notify Grantee in writing of the appointment of any GTM.

## **ARTICLE IX – PRICE**

- A. Maximum Grant Amount. Grantee shall be paid according to the terms of this Agreement for all work required, performed, and accepted under the Agreement in an amount not to exceed the amount shown in block fourteen (14) of the attached Form HUD-1044 (Maximum Grant Amount). Grantee shall bear the burden of all costs in excess of the Maximum Grant Amount.
- B. Designation of Assistance Arrangement. Grantee shall be paid for its performance of this Agreement according to the type of assistance arrangement designated in block eleven (11) of the attached Form HUD-1044. All Grants, sub-grants and allocations funded by Fiscal Year 2005 SuperNOFA competitive housing counseling funds shall be made on a cost reimbursement basis.
- C. Prior Approval Required for Revisions to Budget and Program Plans. Grantee shall report and request prior HUD approval for deviations from budget and program plans in accordance with the applicable regulations in 24 CFR 84.25, 84.82, or 85.30.
- D. Cost Reimbursement: Grantee shall comply with the applicable regulations in 24 CFR part 84 subparts A through D or 24 CFR part 85. Grantee shall ensure that all Sub-grantees comply with the provisions of this paragraph.
  1. Allowable Costs. HUD shall pay Grantee, up to the Maximum Grant Amount as stated in the Housing Counseling NOFA for Allowable Costs. Allowable Costs are

costs incurred in the performance of this Grant Agreement that are determined by HUD to be allowable, allocable, and reasonable in accordance with the:

- (A) provisions of this Agreement, and
  - (B) applicable federal cost principles as outlined in OMB Circular A-122 Cost Principles for Non-Profit Organizations, (Dated May 10, 2004 ), OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments, (Dated May 4, 1995, further revised May 10, 2004 ), or OMB Circular A-21 Cost Principles for Educational Institutions (Dated August, 8, 2000, further revised May 10, 2004). If these circulars are revised during the period of performance of this Agreement the most recent revision shall apply.
2. Indirect Cost Rates. The allowable indirect cost rate is stipulated in block sixteen (16) of the attached Form HUD-1044 or a separate written agreement with Grantee. (If block 16 indicates an indirect cost rate of zero, then Grantee will be reimbursed only for direct costs.) This separate written agreement is hereby incorporated into this Grant Agreement. Adjustments may be made from a provisional rate to the final rate provided that (1) such adjustments together with all other amounts paid to the Grantee under this Agreement shall not exceed the Maximum Grant Amount, and (2) the final rate is established within ninety (90) calendar days of the expiration or termination of the Grant and the adjustment is made within this same time period.
3. Period of Availability of Funds. Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.
- (A) *Pre-award Costs.* A Grantee awarded a grant under the SuperNOFA may incur pre-award costs ninety (90) calendar days prior to the beginning of the Period of Performance. Since all pre-award costs are incurred at Grantee's risk, HUD has no obligation to reimburse such costs if Grantee's award is inadequate to cover such costs.
4. Profits. No fee, profit, or other increment above allowable costs shall be paid to Grantee or any Affiliate or Sub-grantee.
- E. Grantees with Multiple Sources of Funding. Grantee shall not be reimbursed by HUD under this Agreement for services that are directly or indirectly reimbursed from any other source. Grantee shall include in its vouchers under this Agreement only the portion of those counseling services for which the Grantee does not receive reimbursement from any other funding source.
- F. Burden of Proof. The burden of proof for services rendered rests with the Grantee. All supporting records are subject to inspection and audit by HUD at any time during and after the expiration of the period of performance as specified in Article XVI.

- G. Restrictions on Use of the Grant Award. The funds awarded under this Agreement shall be used in accordance with this Agreement, the Grantee's grant application as approved by HUD, and as may be further restricted in block sixteen (16) of the attached Form HUD-1044. Such restrictions may include, but are not limited to the, special award conditions described in 24 CFR 84.14 and 85.12.

## ARTICLE X -- PAYMENT REQUESTS

- A. General Payment Procedures. The forms referred to in this paragraph are available from HUD's website at [www.hudclips.org](http://www.hudclips.org) under the forms section and, upon request, from HUD by contacting the GTR. The SF-1199A is also available at local banking institutions.
1. A Grantee that is not currently signed up to receive payments via direct deposit from HUD must submit a completed SF-1199A, Direct Deposit Sign-Up Form. Grantee must submit the SF-1199A to the GTR and, in the case of an Intermediary Grantee, the Cash Management Reporting Division, Room 3118, at HUD Headquarters.
  2. All vouchers for grant payments must be submitted to HUD on the Form HUD-27053, LOCCS/VRS Request Voucher for Grant Payment, utilizing the Voice Response System/Line of Credit Control System (VRS/LOCCS), or electronically through form HUD-50080-CHC-a, eLOCCS payment voucher. A record of each payment request must be maintained in Grantee's files and be available for review by HUD upon request.
  3. Each individual in Grantee's organization who will be authorized to access VRS/LOCCS to request funds under this Agreement must request access authorization from HUD by submitting a Form HUD-27054, LOCCS Voice Response Access Authorization. A new Form HUD-27054 is not required for any individual who currently has access to VRS/LOCCS for prior year grant funds for the same Grantee. Grantees for whom LOCCS access was suspended or terminated, for example due to non-use, must also submit Form HUD-27054 to reset their password or reinstate a user, or establish a new user.
  4. Grantees are responsible for changing their LOCCS password once every 60 days. Termination of access due to password expiration will require resubmission of Form HUD-27054.
  5. It is Grantee's responsibility to immediately notify the LOCCS Security Office at HUD when any individual with current access to VRS/LOCCS is no longer employed by the Grantee and/or should be denied access to grant funds for any reason. The LOCCS Security Office may be reached at (202) 708-0764 or toll free at (877) 705-7504. The GTR or GTM, or both, must be notified of the Grantee's actions.
  6. The GTR may provide additional instructions on accessing and using the

VRS/LOCCS.

- B. Payment Procedures for Cost Reimbursement Grants. Grantee shall comply with the applicable payment procedures in 24 CFR 84.21 through 84.22 and 85.20 through 85.21.
- C. Timing and Amount of Payment Requests. There is no minimum or maximum number of payment requests. As required by OMB Circular A-110 and 24 CFR 84.22(b)(2) and 85.20(b)(7), Grantee shall only draw down that amount of cash necessary to meet its actual, immediate cash needs. The requirement to only request actual, immediate cash needs means that Grantee shall disburse funds for allowable costs within three (3) days of receiving the funds from HUD. Grantee's payments to Sub-grantees shall substantially match these standards. The GTR or GTM will process the final voucher only upon receipt of an acceptable final report.
- D. Documentation of Expenses. Grantee must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, and salary reports, to support all LOCCS draw requests for payment. This information must be made available to HUD upon request and maintained for a period of at least three years after the expiration of the grant period or date of last payment, whichever occurs first.
- E. Standards for Financial Management Systems. Grantee shall maintain and operate financial management systems that meet or exceed the Federal requirements for funds control and accountability as established by the applicable regulations in 24 CFR 84.21 or 24 CFR 85.20.
- F. Overdue Reports. No payment requests shall be approved for a Grantee who has an overdue report until the report has been submitted by the Grantee and approved by HUD.

**ARTICLE XI—REPORTING**

- A. Quarterly Performance Reports – LHCA's and SHFA's that do not issue sub-grants under their award. A performance report is due to the GTR or GTM not later than January 30, 2006 for the three month period ending December 31, 2005 and, if grant activity occurs during the third quarter, not later than July 30, 2006 for the nine month period ending June 30, 2006, and must include information on the following, both for the reporting period and cumulative:
  - 1. Grantee's name, address, and grant number as they appear on the grant document;
  - 2. Start and end dates of the report period;
  - 3. Number of Clients Counseled and/or Education Participants – grantees must submit with their quarterly reports a copy of the cumulative quarterly form HUD-9902, reflecting all activity from the start of the grant period through the end of the reporting period, submitted electronically to HCS, as required of all Housing Counseling Program participants (Grantees and their, Branches or Sub-grantees?).

4. Staff hours expended by the type of counseling and/or education performed;
  5. Hourly rate per counselor that delivered services relative to the Grant;
  6. Unit costs for each relevant service type. Grantee may provide other pertinent cost information, analysis and explanation to justify unit costs;
  7. Reasons why established goals were not met. Explain what, if any, new strategies and work plan adjustments will be made during the next quarter in order to better meet projected outputs and outcomes;
  8. Budget. Updated budget Form HUD 424 CB listing expenses for each distinct quarter, and cumulative.
  9. Client List. List client numbers, group or group education file numbers, or both, and dollar amount of direct costs charged to the Housing Counseling Grant for each client or group counseled or educated.
  10. Signature and title of person authorized to sign the report.
  11. Logic Model, Form HUD-96010. A comparison of actual accomplishments for the period with the relevant **outputs and outcomes** projections. Using Form HUD-96010, grantee must provide accomplishments relative to original or amended projections.
- B. Quarterly Performance Reports – Intermediaries and SHFAs that issue sub-grants under their award. A performance report is due to the GTR or GTM not later than January 30, 2007 for the three month period ending December 31, 2006 and, if grant activity occurs during the third quarter, not later than July 30, 2007 for the nine month period ending June 30, 2007, and must include, for each sub-grantee and funded branch, information on items A.1 through A.10 in this Article, as well as the following, for both the reporting period and cumulative:
1. A listing the Sub-grantees and funded Branches and corresponding sub-grant amount and allocations;
  2. The amount being withheld by the Intermediary or SHFA for administrative purposes;
  3. A detailed accounting of how administrative funds were spent by the Intermediary or SHFA, including training, travel, salaries, and equipment.
  4. Logic Model, Form HUD-96010. A comparison of actual accomplishments for the period with the relevant **outputs and outcomes** projections. Using Form HUD-96010, grantee must provide accomplishments relative to original or amended projections for the entire network funded under the grant.

5. Budget. Updated budget Form HUD 424CB for the entire network funded under the grant.
- C. Mid-Term Performance Report – LHCAs and SHFAs that do not issue sub-grants under their Grant award. Unless the Grant has been fully expended and a final report as described in Section D of this Article has been submitted to close out the Grant, a mid-term report is due not later than April 30, 2007 for the six-month period ending March 31, 2007. The report must contain the items requested for the quarterly report, as well as the following additional information:
1. In addition to the above information, a narrative report of not more than five (5) single-spaced letter-sized pages using a word processor and a font size of no smaller than 12 or larger than 14. Include such items as: problems encountered by the Grantee; items for which the Grantee needs additional guidance; unusual Client needs or problems for which the Grantee provided counseling; recommendations to HUD; and developments having a significant impact on the award supported activities, such as delays or adverse conditions which materially impair the ability to meet the objectives of the awards. Describe any action taken or contemplated, and any assistance needed to resolve the situation.
- D. Final Report – LHCAs and SHFAs that do not issue sub-grants under their Grant award. A final report in the same format as the mid-term report is due when the Grantee has completed all Grant activities that will be funded under the Grant. The narrative report must cover the entire period during which Grant activity occurred and may not exceed five (5) single-spaced letter-sized pages using a word processor and a font size of no smaller than 12 or larger than 14. This report is due to the GTR or GTM not later than ninety (90) calendar days after the expiration of the Period of Performance of the Grant. The GTR or GTM will process the final voucher only upon receipt of an acceptable report. The final report must include a hard copy of the Form HUD-9902, covering the entire period during which grant activity occurred. For the final report, submit the final logic model form **electronically** via email. Use form HUD-96010, dated 2/2006 (excel version) that can be obtained from hudclips.org.
- E. Mid-Term and Final Report - Intermediaries and State Housing Finance Agencies that issue sub-grants under their award. These organizations shall receive a mid-term and final report from each Sub-grantee or Branch, as described under paragraphs C and D of this Article, and below as E.1 and E.2, and forward same to the GTR or GTM. Additionally, the items requested in paragraph B of this article, must be submitted with both the mid-term and final reports. Moreover:
1. Due not later than April 30, 2007 for the six month period ending March 31, 2007, the mid-term performance report shall consist of a narrative report of not more than five (5) single-spaced letter-sized pages using a word processor and a font size of no smaller than 12 or larger than 14. The Grantee shall collect items



under A.1 through A.10 from each Sub-grantee or funded Branch, retain the information for audit, and forward a copy to the GTR or GTM.

2. A final report in the same format as the mid-term report is due when the Grantee has completed all Grant activities that will be funded under the Grant. Due not later than December 31, 2007 for the twelve month period ending September 30, 2007, the final report narrative must not exceed five (5) single-spaced letter sized pages, using a word processor and a font size of no smaller than 12 or larger than 14. The narrative must be accompanied by a summary hard copy Form HUD-9902 covering activities performed under the Grant by all Sub-grantees or Branches during the entire period during which Grant activity occurred. The Grantee shall collect and retain all items under A.1 through A.11 from each Sub-grantee or Branch, and forward a copy to the GTR or GTM. The GTR or GTM will process the final voucher only upon receipt of an acceptable report.
3. For the final report, submit the final logic model form **electronically** via email. Use form HUD-96010, dated 2/2006 (excel version) that can be obtained from hudclips.org.

F. Housing Counseling Agency Activity Report - Form HUD-9902

In addition to the hard copies of the Form HUD-9902 that must be submitted with all Grantee reports, all LHCA's shall submit, electronically, cumulative quarterly and Fiscal Year Form HUD-9902s for their housing counseling activities under the Grant as well as those not covered by the Grant. Similarly, each Sub-grantee or funded Branch, or both, of an Intermediary or SHFA is required to submit its individual cumulative quarterly and Fiscal Year Form HUD-9902 electronically. Intermediaries and SHFAs acting as Intermediaries should **not** electronically submit their **summary** Form HUD-9902. All quarterly electronic Form HUD-9902 submissions are due within 30 days of the end of the relevant quarter. The final, Fiscal Year submission is due not later than December 31, 2007. Forms can be submitted to HUD via HUD's HCS, or through the Grantee's Client Management System (CMS) if it interfaces with HCS.

- G. Submission of any reports required in this Article beyond the stated due dates will be considered delinquent unless extended, in writing, by HUD.

## **ARTICLE XII -- CONFLICTS OF INTEREST**

- A. General Requirements. Grantee, and its Sub-grantees where applicable, shall comply with the conflict of interest requirements in 24 CFR parts 84 and 85.
- B. HUD Reform Disclosures. Grantee shall comply with the disclosure requirements of section 102(b) of the HUD Reform Act of 1989 (42 U.S.C. § 3545(b)) and its implementing regulations, 24 CFR part 4. To initially satisfy this requirement, Grantee shall complete the Form HUD-2880, Applicant/Recipient Disclosure Update Report, and this completed Form is hereby incorporated into this Agreement. Grantee shall update the Form HUD-2880 as required by the HUD Reform Act of 1989 and 24 CFR § 4.11.

## **ARTICLE XIII -- SECURITY OF CONFIDENTIAL INFORMATION**

Grantee, and Sub-grantees, if applicable, shall secure under lock and key all information regarding counseling of Clients, whether such information is generated by the agency itself or received from outside sources. This includes credit reports, information on current financial status, notes on counseling sessions, and any other information regarding individual Clients. Grantee and Sub-grantees shall not disclose such information to anyone other than HUD or, with the consent of the Client, and the Client's mortgagee.

## **ARTICLE XIV -- DEFAULTS AND REMEDIES**

- A. Special Conditions. HUD may impose additional requirements or special conditions on a Grantee, subject to 24 CFR part 84, who demonstrates the characteristics or behavior specified in 24 CFR 84.14.
- B. Events of Default. Each of the following shall be deemed an Event of Default under this Agreement: (1) any material failure by Grantee to comply with the terms and conditions of this Grant Agreement, whether stated in a Federal statute, regulation, SuperNOFA, HUD Handbook, assurance, application, or notice of award, (2) the failure to expend Grant funds in a timely manner if a cost reimbursement grant, (3) where applicable, Grantee's failure to maintain HUD-approved status during the Term of this Agreement, or (4) any misrepresentation in the application submissions which, if known by HUD, would have resulted in this Agreement not being awarded.
- C. Notice of Default. If any Event of Default occurs, the Grant Officer shall give Grantee written notice of the occurrence of the Event of Default and a reasonable opportunity to take corrective action. The notice shall identify (1) the Event of Default, (2) the required corrective action by Grantee, (3) the date by which the corrective action must be taken, and (4) the consequences for failing to take corrective action.
- D. Remedies. If Grantee fails to achieve compliance within the period specified in the Notice of Default, HUD may take one or more of the following actions: recover misspent funds, suspend the award, terminate the award for cause, or take other remedies that may be legally available. The applicable regulations at 24 CFR 84.60 through 84.62, 84.86, and 85.43 through 85.44 discuss some of these available remedies.

## **ARTICLE XV – AMENDMENTS**

This Agreement may be amended at any time by a written amendment. Grantee shall submit requests for amendments to the Grant Officer with a copy of the request to the GTR. Amendments that reflect the rights and obligations of either party shall be executed by both the Grant Officer and the Grantee. Notwithstanding the foregoing, the Grant Officer may unilaterally execute administrative amendments, such as changes in the GTR or appropriation data, or amendments that result from signed requests from the Grantee where the Department

adopts the requested amendment without any changes. GTRs and GTMs are not authorized to amend any provision of the grant agreement.

## **ARTICLE XVI -- RECORDKEEPING AND AUDITING**

- A. Record keeping Requirements. Grantee shall comply with the requirements for record retention and access to records specified in the applicable regulations in 24 CFR 84.53, 84.85, or 85.42. Notwithstanding the record retention periods specified in 24 CFR parts 84 or 85, the HUD Reform Act, as specified in paragraphs C and E of Article V, may require Grantee to retain certain records for a longer period. Grantee may also be subject to record retention requirements under other applicable laws and regulations, including but not limited to, the nondiscrimination regulations cited in Article XXII.
- B. Type of Record keeping System. Any record keeping system may be used provided that the system chosen by the Grantee lends itself to easy monitoring by HUD when it conducts a performance review of the Grantee's housing counseling activities. Notwithstanding the foregoing, if HUD provides the Grantee with a record keeping software program, the Grantee must implement this program.
- C. Maintenance of Client Files. Client files (including files on group Clients) must be maintained in accordance with HUD Handbook 7610.1. Each Client must be assigned an identification number to be used for reporting on housing counseling activities to HUD.

## **ARTICLE XVII – DISPUTES**

- A. During performance of this Agreement, disagreements may arise between the Grantee and HUD on various issues. If a dispute concerning a question of fact arises and cannot be resolved through negotiation, the GTR shall prepare a written decision, taking into account all facts and documentation presented. The decision shall be mailed by return receipt requested to the Grantee. Grantee may appeal the decision within thirty (30) calendar days of receipt of HUD's decision by submitting a written appeal. SHFAs and LHCAs shall submit their appeal to the HUD Homeownership Center within their respective jurisdiction. Intermediaries shall submit their appeal to the Program Support Division at HUD Headquarters, Washington, DC.
- B. False Statements. A false statement in the Grant application or Grant related documents and reports, may be grounds for denial or termination of the Grant and punishable as provided in 18 USC 1001.

## **ARTICLE XVIII -- AUDIT REQUIREMENTS**

Grantee shall comply with the audit requirements of the Single Audit Act (31 U.S.C. §§ 7501-07) and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (Revised June 24, 1997), as amended. The requirements of the Single Audit Act

and OMB Circular A-133 shall supersede the requirements in HUD Handbook 7610.1, REV-4, CHG-1, dated October 27, 1997, paragraph 5-1.G, for an audit every two years.

#### **ARTICLE XIX -- DEBARMENT AND SUSPENSION**

Grantee will comply with HUD's requirements for participants at 24 CFR part 24, subpart C, that include prohibiting Grantee from doing business to undertake the activities under this Grant Agreement with persons who are excluded or disqualified from Federal programs.

#### **ARTICLE XX -- DRUG-FREE WORK PLACE REQUIREMENTS**

Grantee will comply with HUD's requirements for recipients of financial assistance at 24 CFR part 21 which requires Grantee to maintain a drug-free workplace and to take such actions as publishing a drug-free workplace statement, establishing a drug-free awareness program, and taking actions concerning employees convicted of violating drug statutes in the workplace. .

#### **ARTICLE XXI -- LOBBYING RESTRICTIONS**

- A. General Restrictions. Consistent with the Byrd Amendment (31 U.S.C. §1352) and HUD's implementing regulations, 24 CFR part 87, neither the Grantee nor its Affiliates or Sub-grantees shall use these Grant funds to attempt to influence Federal Executive or Legislative officers or employees in connection with obtaining this Grant, or with its extension, continuation, renewal, amendment, or modification.
- B. Certifications. As a precondition to receiving grant funds exceeding \$100,000, a Grantee, Affiliate/Sub-grantee, shall certify using the Form HUD-50071, Certification of Payments to Influence Federal Transactions, that it will comply with 24 CFR part 87. A Grantee shall submit its certification to the GTR, and an Affiliate/Sub-grantee shall submit its certification to the next tier above. The Form HUD-50071 is hereby incorporated into this Agreement.
- C. Disclosures. As required by 24 CFR 87.110, a Grantee or Affiliate/Sub-grantee that receives grant funds exceeding \$100,000 shall disclose using SF-LLL, Disclosure of Lobbying Activities, any payments made, or any agreement to make any payment, from non-appropriated funds which would be prohibited under 24 CFR 87.100(a) if paid for with appropriated funds. These disclosures shall be updated as required by 87.110(c). An Affiliate/Sub-grantee or Branch shall submit its disclosures to the next tier above. Grantee shall submit its disclosures and the disclosures by its Affiliates or Sub-grantees to the GTR. These disclosures and updates are hereby incorporated into this Agreement.
- D. Lobbyist Registration and Reporting. Grantee shall comply with the Lobbying Disclosure Act of 1995 (2 U.S.C. § 1601 et seq.) which requires all persons and entities who lobby covered Executive or Legislative Branch officials to register with the Secretary of the Senate and the Clerk of the House of Representatives and file reports concerning their lobbying activities.

## ARTICLE XXII -- NONDISCRIMINATION REQUIREMENTS

- A. General. Notwithstanding the permissibility of applications that serve target areas or populations, Grantee shall comply with these requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The Standard Form 424B, Assurances for Non-Construction Programs, is hereby incorporated into this Agreement.
- B. Nondiscrimination Requirements. Grantee shall comply with the following requirements as they may be amended from time to time.
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;
  2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-88) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
  3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
  4. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR part 100, Discriminatory Conduct Under the Fair Housing Act;
  5. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
  6. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- C. Requirements Applicable to Religious Organizations. Where Grantee is, or Grantee proposes to make sub-grants or an allocation of funds to, a primarily religious organization, or a wholly secular organization established by a primarily religious organization, to provide, manage, or operate a housing counseling program, Grantee and its Sub-grantees must undertake their responsibilities in accordance with the following principles:
1. Grantee and its Sub-grantees shall not discriminate on behalf of or against any segment of the population in the provision of services or in outreach, including those of other religious affiliations.

2. Grantee and its Sub-grantees shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this grant. If an organization conducts such activities, these activities must be offered separately, in time or location, from the activities funded under this Grant Agreement, and participation must be voluntary for the Clients receiving services covered, either completely or in part, by HUD funds.

## ARTICLE XXIII – MISCELLANEOUS

- A. Order of Precedence. In the event of any inconsistency among any provisions of this Agreement, the following order of precedence shall apply:
  1. Section 106 of the Housing and Urban Development Act of 1968 and other applicable federal laws;
  2. Applicable Federal regulations;
  3. The SuperNOFA;
  4. This Grant Agreement; and
  5. HUD Handbook 7610.1.
- B. American-made Equipment & Products. As required by HUD’s Appropriations Act, to the greatest extent practicable, all equipment and products purchased with grants funds should be American-made.
- C. No waiver. No delay or omission by HUD to exercise any right or remedy available to it under this Agreement or applicable law or to insist upon strict compliance by the Grantee with its obligations hereunder shall impair any such right or remedy or constitute a waiver of HUD’s right to demand exact compliance with the terms of this Agreement.
- D. Applicable Law. This Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with Federal law.
- E. Relationship of the Parties. Neither of the parties is an agent of the other party and neither party has the authority to represent or bind the other party to anyone else as to any matter.
- F. Survival. Any provisions of this Agreement that expressly or by their operation should reasonably continue to apply to a party after the termination or suspension (in whole or in part) of this Agreement shall continue in full force and effect for such time as is necessary to fully carry out the intent of such provisions. The applicable regulations at 24 CFR 84.72, 84.87, and 85.51 describe Grantee’s continuing responsibilities after the closeout of this grant.

