



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT** **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 05/02/2017

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** University of Utah/Sorensen Impact Center

**Project Title/Description:**

Pay For Success - Permanent Supportive Housing Demonstration Project

**Purpose:**

Provide chronically homeless individuals who have been booked in jail more than twice in one year and have mental health challenges with permanent supportive housing and wrap around services to reduce costs to the overall system

**Procurement Method:**

N/A - Pima County is a sub-recipient of a HUD/DOJ Pay for Success Grant that was awarded to the University of Utah/Sorensen Impact Center in June 2016. The grant partnership between Pima County and the University of Utah was previously approved by the Board of Supervisors in November 2015.

**Program Goals/Predicted Outcomes:**

A reduction on Pima County budgets by housing homeless individuals who are the highest users of services and resources; increased behavioral health service utilization; increased referral rate of homeless individuals into permanent supportive housing; a reduction in recidivism among homeless individuals; a reduction in law enforcement calls in response to homeless issues; and a reduction in criminal charges regarding failure to appear and or trespassing by identified homeless individuals.

**Public Benefit:**

Pima County is expected to benefit from a Pay for Success project by contracting with a third party service provider to support the successful transition of homeless recidivists into permanent supportive housing.

**Metrics Available to Measure Performance:**

Ability to track and quantify Pima County resources dedicated to addressing the challenges of homelessness throughout the study.

Identify and track other government agencies that provide resources to the homeless population.

Track longevity of individuals transitioning out of homelessness and into a stable environment with housing interventions.

**Retroactive:**

No

To: COB 4-26-17 (1)  
Vers.: 1 pgs.: 60  
APPENDUM

Procure Dept 04/26/17 PM10:35

APR 26 17 PM 10:35 PC CLK OF PD  
HRS

**Original Information**

Document Type: CTN Department Code: CD Contract Number (i.e., 15-123): 17\*198  
Effective Date: 5/2/17 Termination Date: 1 year later Prior Contract Number (Synergen/CMS): N/A  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 20,000.00  
Funding Source(s): U.S. Department of Housing and Urban Development (HUD)

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Terrance Cheung  
Department: Administration Telephone: 724-8770  
Department Director Signature/Date: [Signature] 4/25/2017  
Deputy County Administrator Signature/Date: [Signature] 4/25/2017  
County Administrator Signature/Date: [Signature] 4/25/17  
(Required for Board Agenda/Addendum Items)

**COLLABORATION AND SUBAWARD AGREEMENT BETWEEN  
THE UNIVERSITY OF UTAH  
AND  
PIMA COUNTY**

**Program/Project Name:** PHASE I – Pay For Success Project Feasibility

**Project Description:** Exploration and potential implementation of a Housing First Permanent Supportive Housing Project to reduce homelessness in Pima County using private investment

**Contract Term:** One year from date of execution by County

**Amount:** Up to \$20,000.00

**Funding:** U.S. Department of Housing and Urban Development (HUD)

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This Collaboration and Sub-award Agreement (“Agreement”) is entered into by and between the University of Utah (“University”), a body politic and corporate of the State of Utah, on behalf of the David Eccles School of Business and its Sorenson Impact Center (“Center”), having its principal office in Salt Lake City, Utah, and Pima County, Arizona (“County”), a body politic and corporate of the State of Arizona having its principal office in Tucson, Arizona. Center and County are sometimes hereinafter referred in the singular as “Party,” and collectively as the “Parties.”

**RECITALS**

- A. “Pay for Success” is a strategy that enables a government to test or expand innovative programs to meet identified community needs through the use of private investment. Repayment to investors is contingent upon the achievement of outcomes established prior to the investment.
- B. Center and County have been working together to explore the feasibility of implementing a “Pay for Success” model to address homelessness and recidivism and encourage the development of innovative programs to reduce both.
- C. As a result of the preliminary evaluations conducted by Center, Center applied for and received a grant from the Department of Housing and Urban Development (“HUD”) and the Department of Justice (“DOJ”), which was created to implement, if determined feasible, a Pay For Success Permanent Supportive Housing Demonstration Project.
- D. The Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to enter into this Agreement with Center to further explore the viability of using and, if viable, develop the “Pay for Success” model to reduce homelessness and recidivism in Pima County.
- E. The Parties wish to enter into this Agreement defining, in general, each Party’s roles and responsibilities with respect to the feasibility phase of the Project (“Phase I”).
- F. Should the Parties elect to implement an entire Pay for Success Project, the Parties will negotiate in good faith the following three additional phases, subject to funding being awarded to Center by HUD:
  - 1. Phase II – Transactional Structuring
  - 2. Phase III – Program Implementation and Evaluation
  - 3. Phase IV – Success Payments, if warranted.

NOW THEREFORE, Center and County pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

## **1.0 TERM AND EXTENSIONS**

- 1.1 This Agreement will commence on when approved by the Board of Supervisors and will terminate one year thereafter, unless sooner terminated or further extended pursuant to the provisions of this Agreement ("Term"). In the event Phase I of the Project is successful and HUD awards funds for additional phases of the Project, the parties will negotiate, in good faith, either an amendment to this Agreement or a follow-on agreement to cover such additional phase(s).
- 1.2 Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties hereto.

## **2.0 ROLES AND RESPONSIBILITIES**

- 2.1 Each parties' roles and responsibilities for Phase I of the Project are set forth on **Exhibit A**.
- 2.2 If County determines it feasible and the Parties agree to proceed, the Pay For Success Permanent Supportive Housing Demonstration Project ("the PFS Project") will be conducted in four phases, as more fully set forth in the Attachment 1 of the Pay For Success Permanent Supportive Housing Demonstration Cooperative Agreement between HUD and Center, attached hereto as **Exhibit B** (the "Cooperative Award"). If, at the conclusion of Phase I, the Parties agree to move forward in the development and implementation of the PFS Project, the Parties may amend this Agreement to include the subsequent phases.
- 2.3 County acknowledges and agrees that all provisions of the Cooperative Award applicable to sub-awardees will apply to County's activities under this Agreement and such provisions are hereby incorporated by reference.

## **3.0 COMPENSATION AND PAYMENT**

- 3.1 Center will provide funds to County for the PFS as follows:

<b>PFS PROJECT PHASE</b>	<b>AMOUNT</b>
I	\$20,000.00
II	TBD
III	TBD
IV	TBD
<b>TOTAL</b>	<b>\$20,000.00</b>

- 3.2 Payment of amounts hereunder to County are contingent upon the availability of funds from HUD or DOJ. In the event such funds are not provided or not available to Center, Center may immediately terminate this Agreement. Center will notify County of such unavailability of funds and the intent to terminate the Agreement within five (5) business days and, to the extent possible with existing funds, pay all outstanding amounts due to County.
- 3.3 Financial Reports.
  - 3.3.1 Within twenty (20) calendar days of the end of each month, County will submit a Monthly Expenditure Report ("Expenditure Report") in the format provided by Center. The Expenditure Report must comply with HUD and DOJ financial reporting guidelines set forth in the Cooperative Agreement.

- 3.3.2 A Final Expenditure Report will be due forty-five (45) calendar days after the last day of the term of this Agreement, or upon completion of a PFS Project Phase, whichever is earlier.
- 3.3.3 The Parties acknowledge that the HUD/DOJ financial reporting guidelines may change throughout the Term of this Agreement. Such changes will apply, but will not require an amendment.

#### 3.4 Monthly Request for Reimbursement.

##### 3.4.1 County requests for reimbursement to Center must:

- 3.4.1.1 Reference this contract number.
- 3.4.1.2 Be for reimbursable costs for completion of tasks identified in **Exhibit A**.
- 3.4.1.3 Be accompanied by documentation required by HUD/DOJ and requested by Center.

##### 3.4.2 Center will notify County, in writing, of any deficiency in the documentation accompanying a request for reimbursement. County will have twenty (20) calendar days to cure the deficiency. Failure to cure may result in Center denying all or any portion of the requested reimbursement.

- 3.5 If each request for payment includes adequate and accurate documentation, Center will pay County within fifteen (15) calendar days from the date the request for reimbursement is received.

### 4.0 **INSURANCE**

University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and applicable law. Nothing in the Agreement shall require University to carry different or additional insurance.

### 5.0 **INDEMNIFICATION**

- 5.1 The University shall indemnify, defend and hold harmless County, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages to the extent caused by any breach of this Agreement or any negligent act or omission of the University, its officers, agents or employees in connection with its obligations under this Agreement. The University is a government entity and is subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq., as amended (the "Act"). Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments.
- 5.2 To the extent permitted by Arizona law, County shall indemnify, defend and hold harmless University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or omissions of Sponsor, its officers, agents or employees in connection with this Agreement. Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to County.

### 6.0 **COMPLIANCE WITH LAWS**

The Parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders applicable to its obligations under this Agreement.

### 7.0 **INDEPENDENT CONTRACTOR**

The status of each Party will be that of an independent contractor. Neither Party nor its officers, agents, or employees will be considered an employee of the other party or be entitled to receive any employment-

related fringe benefits of such other Party. Each Party will be responsible for payment of its federal, state and local taxes associated with the compensation received pursuant to this Agreement. Neither Party will use the name or any trademark of the other Party in any advertising, sales promotion or other publicity matter without the prior written approval of the other Party.

## **8.0 SUBCONTRACTORS**

- 8.1 Neither Party will enter into any subcontracts for any of its activities to be performed under this Agreement without the other party's and HUD's prior written approval. Each Party will follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services. Any required approval will not be unreasonably withheld.
- 8.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to either Party's performance under this Agreement.

## **9.0 ASSIGNMENT**

Neither County nor Center will assign its rights to this Agreement in whole or in part, without prior written approval of the non-assigning party. Approval may be withheld at the sole discretion of the non-assigning party, provided that such approval will not be unreasonably withheld or delayed by the non-assigning party.

## **10.0 NON-DISCRIMINATION**

During the performance of this contract, neither Party will discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **11.0 AMERICANS WITH DISABILITIES ACT**

Each Party will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## **12.0 AUTHORITY TO CONTRACT**

Each Party represents that it has the right and power to enter into this Agreement. If any court or administrative agency determines that a Party does not have authority to enter into this Agreement, neither party will be liable to the other Party or any third party by reason of such determination or by reason of this Agreement.

## **13.0 FULL AND COMPLETE PERFORMANCE**

The failure of either Party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

## **14.0 TERMINATION AND SUSPENSION**

- 14.1 Termination for Convenience: Each Party reserves the right to terminate this Agreement at any time and without cause by serving upon the other Party thirty (30) days advance written notice of such intent to terminate. In the event of such termination, Center's only obligation to County will be

payment for activities that County completed prior to the date of termination to the extent that grant funds are available.

- 14.2 Insufficient Funds: If any grant monies are reduced or withdrawn, Center will have the right either to reduce County's activities and the total dollar amount payable under this Agreement or to terminate the Agreement. To the extent possible, Center will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, Center will not be liable to County for more than the reduced amount. In the event of a termination under this paragraph, Center's only obligation to County will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 14.3 Termination for Cause: Either party may terminate this Agreement at any time without advance notice and without further obligation when the other party is found to be in default of any material provision of this Agreement.
- 14.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, either party may terminate this Agreement if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining obligations under this Agreement. In the event of such termination, neither party will have any further obligation to the other party, other than for payment for activities completed prior to termination.

## 15.0 NOTICE

- 15.1 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

### County:

Terrance Cheung, Program Manager  
MacArthur Foundation Safety & Justice Challenge  
Pima County Administration  
130 W. Congress, 10<sup>th</sup> Floor  
Tucson, AZ 85701

### Center:

Jeremy Keele, Executive  
Director  
Sorenson Impact Center  
David Eccles School of Business  
85 Fort Douglas Blvd. #602  
Salt Lake City, UT 84113

## 16.0 CONFIDENTIAL INFORMATION

- 16.1 The Parties acknowledge that information shared for the purposes set forth in this Agreement may be confidential and will, therefore, maintain such information as confidential and provide access only to persons properly authorized to review or utilize the information. Protocols for accessing and using confidential data will be approved by Center and County in a separate Data Use Agreement(s) before confidential data is shared.
- 16.2 The Parties will observe and abide by all applicable State and Federal statutes and regulations (including public records laws applicable to each Party) regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

## 17.0 REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

## 18.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

## 19.0 ENTIRE AGREEMENT

19.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

19.2 No verbal agreements or conversations with any officer, agent or employee of either party prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

***THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, each of which, when taken together, will constitute one original Agreement.***

**PIMA COUNTY**

**UNIVERSITY OF UTAH, on behalf of its**  
David Eccles School of Business and its Sorenson  
Impact Center

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title

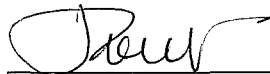
ATTEST

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

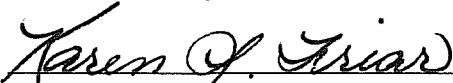
Date: \_\_\_\_\_

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Deputy County Administrator

APPROVED AS TO FORM:



\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney



## SCOPE OF WORK

### PHASE I -- PFS Project Planning

1. **Phase I -- PFS Project Planning Overview.** Center and County will collaborate to determine whether the design and implementation of a Pay For Success Housing First Permanent Supportive Housing Project (“the PFS Project”) is likely to attract investors, reduce homelessness and jail recidivism in Pima County, and provide cost-savings or beneficial cost shifts. An important component of creating a successful PFS Project is the early engagement of government entities, service providers, potential funders and community groups (collectively “Stakeholders”).
2. **Center Responsibilities.**
  - 2.1. Center will provide expert guidance to County related to PFS, including, but not limited to:
    - 2.1.1. Cost/benefit analysis and modeling;
    - 2.1.2. Selection of an appropriate target population;
    - 2.1.3. Development of the PFS Project Scope;
    - 2.1.4. Funding strategies and sources; and
    - 2.1.5. Recommendations for moving a PFS Project forward.
  - 2.2. **Feasibility.** Center will:
    - 2.2.1. Assess existing interventions to reduce homelessness or jail recidivism being used throughout the United States and determine if such interventions might be adapted for use in Pima County.
    - 2.2.2. Assess providers of behavioral health and other services to homeless individuals with frequent encounters with the criminal legal and behavioral health systems (collectively “the Population”) in and throughout Pima County to determine potential participation in a County PFS Project.
    - 2.2.3. Determine the directly relevant jurisdictional and societal costs of serving, or failing to serve, the Population on Stakeholders in Pima County.
    - 2.2.4. Identify the budget and performance data needed from County for the cost/benefit analysis.
    - 2.2.5. Using data provided by County and applicable external data sets, develop a Pima County specific cost/benefit model which:
      - 2.2.5.1. Quantifies direct costs savings and other societal benefits;
      - 2.2.5.2. Identifies the entities to which benefits will accrue; and
      - 2.2.5.3. Provides a sensitivity analysis of key inputs.
    - 2.2.6. Review and analyze existing housing first permanent supportive housing programs for the Population in Pima County.
    - 2.2.7. Provide county with, and allow County one (1) week to provide feedback on, a draft technical memo that includes the information set forth in paragraph 2.2.8 below.
    - 2.2.8. Within six (6) weeks after receiving feedback and comments from County, provide County a final technical memo and make a formal presentation covering, at a minimum:

- 2.2.8.1. Recommended scope of a PFS Project in Pima County;
- 2.2.8.2. Programmatic and policy options for the PFS Project;
- 2.2.8.3. Summary of available research on the homeless population that experiences jail recidivism and behavioral health issues; and
- 2.2.8.4. Recommended funding strategies for a PFS Project.

### 2.3. Project Management.

2.3.1. Center will provide Project Management support and assistance to County throughout the PFS program process as set forth below.

#### 2.3.2. Phase I. Center will:

- 2.3.2.1. Begin the development of communications and data sharing agreements and protocols;
- 2.3.2.2. Make presentations to Stakeholders regarding PFS and the possibility of implementing a PFS Project to address the needs of homeless persons with behavioral health issues and multiple incarcerations in Pima County;
- 2.3.2.3. Identify the budget and performance data that may be needed from County to define a PFS project, select appropriate PFS Project outcomes and manage a PFS project;
- 2.3.2.4. Begin to identify potential local service providers with capacity to actively participate in the PFS Project;
- 2.3.2.5. Begin conversations with potential PFS Project funders; and
- 2.3.2.6. Assist with training PFS Fellow on the elements of implementing and sustaining a PFS project.

## 3. County Responsibilities.

### 3.1. Phase I – Feasibility.

#### 3.1.1. PFS Project Management Activities. County will:

- 3.1.1.1. Designate a staff person to serve as PFS Fellow who will support the activities of Center and County throughout the PFS Project process. County will bill Center actual time and effort worked by PFS Fellow. Reimbursement for PFS Fellow activities will not exceed \$20,000.00 for Phase I.
- 3.1.1.2. Assist Center in attaining an accurate analysis of the feasibility of implementing the PFS Project.

#### 3.1.2. Feasibility Activities. County will:

- 3.1.2.1. Provide Center with lawfully disclosable data and other evidence in County's possession necessary to complete cost/benefit and other PFS feasibility analyses. **County will not be responsible for obtaining and providing data from other entities.** Requests for data and responses will proceed as follows:
  - 3.1.2.1.1. Center will submit an official written request for County data;
  - 3.1.2.1.2. County will provide the data requested, to the extent feasible, within eight (8) to ten (10) weeks;

- 3.1.2.1.3. Center will review the data and, within two (2) weeks after receiving the data from County, submit any questions regarding such data;
    - 3.1.2.1.4. County will respond to any such questions within two (2) weeks.
  - 3.1.2.2. Assist Center in conducting community outreach and public forums to determine community needs and service provider capacity.
  - 3.1.2.3. Timely review the information provided by Center pursuant to paragraph 2.2.7, and any information and analyses provided throughout the feasibility period.
- 3.1.3. Budget and Financial Activities. County will provide Center with County's available budgetary data Center determines necessary to determine the projected costs and benefits associated with the selected target population and proposed service model. **County will not be responsible for obtaining and providing budgetary data from other entities.**

END OF EXHIBIT A

**EXHIBIT B**

**Cooperative Award  
(attached)**

# Assistance Award/Amendment

## U.S. Department of Housing and Urban Development Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number AZ501PFS05	4. Amendment Number	5. Effective Date of this Action 11-21-2016	6. Control Number
7. Name and Address of Recipient University of Utah (Sorenson Impact Center) 1655 E. Campus Center Dr. Salt Lake City, Utah 84112-8939  Region: 11      Field Office: 00		8. HUD Administering Office CPD, Office of Special Needs Assistance Programs 451 7th Street SW Washington, DC 20410	
10. Recipient Project Manager Brent Brown		8a. Name of Administrator Michael Roanhouse	8b. Telephone Number 202-402-4482
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 Clearinghouse	
13. HUD Payment Office HUD, Texas State Office Program Accounting, 6AFF PO Box 901013 Ft. Worth, TX 76101-2013		9. HUD Government Technical Representative See 1044 Continuation Sheets	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount      \$      0		15a. Appropriation Number      86 X 0192-15	
HUD Amount this action      \$      1,300,000.00		15b. Reservation Number	
Total HUD Amount      \$      1,300,000.00		Amount Previously Obligated      \$      0	
Recipient Amount      \$      0		Obligation by this action      \$      1,300,000.00	
Total Instrument Amount      \$      1,300,000.00		Total Obligation      \$      1,300,000.00	

### 16. Description

This instrument sets forth the agreement between the parties as to all cooperative agreement terms, conditions, amounts, tasks, and period of performance. By signing this award document, the cooperating party certifies that it is in compliance with all administrative and financial provisions of this award. This instrument consists of the following:

1. HUD-1044 Cover Page
2. HUD-1044 Continuation Sheets
3. Budget Conditions Sheet
4. Budget Summary
5. Cooperative Agreement Provisions
6. Work Plan(s) and grantee NOFA application are incorporated by reference.
7. All applicable administrative and statutory requirements including, but not limited to, those found in the PFS Demonstration NOFA and federal cost principles are incorporated by reference.
8. Note:

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Brent Brown		20. HUD (By Name) Michael Roanhouse	
Signature & Title  Director	Date (mm/dd/yyyy)	Signature & Title <i>Michael E. Roanhouse</i> SNAPS Division Director	Date (mm/dd/yyyy) 11/21/2016

HUD-1044 CONTINUATION SHEETS  
**See Provisions**

Budget Condition Sheet

**See Provisions**

## University of Utah (Sorenson Impact Center) - Budget Summary

**AWARD NUMBER:** AZ501PFS05

<b>Funding Source</b>	<b>Award Amount</b>
Feasibility Analysis	\$88,256.12
Transaction Structuring	\$593,402.69
Outcome Evaluation	\$150,000.00
Success Payments	\$468,341.19
<b>Total</b>	<b>\$1,300,000.00</b>



**PAY FOR SUCCESS PERMANENT SUPPORTIVE HOUSING DEMONSTRATION  
COOPERATIVE AGREEMENT PROVISIONS**

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## 1. General

- A. Purpose. The terms and conditions for implementing the Pay for Success Permanent Supportive Housing Demonstration Cooperative Agreement (Agreement) are contained herein (these Provisions). The use of funds obligated to this award is subject to these Provisions.
- B. Definitions. The terms used in these Provisions are defined within the documents referenced in the Federal Requirements section (below). The following additional definitions also apply to this Agreement:
  - (1) Application means the application submission on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition.
  - (2) Award refers to the Pay for Success Permanent Supportive Housing Demonstration (PFS Demonstration) funds obligated by HUD and subject to the terms and conditions of this Agreement.
  - (3) Awardee is the recipient of the PFS Demonstration award that is the non-federal signatory of this Agreement.
  - (4) Grantee refers to any awardee or sub-awardee or contractor charged with undertaking PFS Demonstration eligible activities using funds obligated to this award.
  - (5) Cooperative Agreement Officer is a Division Director of the Office of Special Needs Assistance Programs (SNAPS) who is the authorizing HUD official and HUD signatory on the Form HUD-1044 accompanying these Provisions. The responsibility to protect HUD's interest related to the terms of this Agreement is vested with the Cooperative Agreement Officer, who may designate other HUD staff, including staff from SNAPS, to carry out certain program oversight activities.

## 2. Federal Requirements

The following requirements, as now in effect and as may be amended from time to time, are applicable to funds awarded under this Agreement, and are incorporated by reference:

- A. 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. As allowed by 2 CFR 200.101 and 2 CFR 200.501, subparts A through E of this part are also applied to commercial organizations, including small businesses.
- B. General Section to the Department's Fiscal Year 2015 NOFAs for Discretionary Programs (FY 2015 NOFA General Section), available online at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/grants/fundsavail/2015gensec](http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/grants/fundsavail/2015gensec).
- C. Pay for Success Permanent Supportive Housing Demonstration NOFA (PFS Demonstration NOFA), available online at: <https://www.hudexchange.info/resource/4797/pay-for-success-permanent-supportive-housing-demonstration-nofa/>

- D. Certification, assurances, and documents included within and accompanying the Application for Federal Assistance, SF-424, and the Administrative and Financial (A&F) documentation.
- E. Any other applicable Federal laws, regulations, executive orders, and agency-wide notices and policies.

### **3. Order of Precedence**

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

- A. Federal laws, regulations, and policies applicable to this Agreement.
- B. The terms of this Agreement. The Application is incorporated herein as part of this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.
- C. The Work Plans Approved by HUD.

### **4. Award Budget**

- A. The total dollar amount obligated to this Agreement is identified on the HUD-1044, as the “Total Instrument Amount.” The amount establishes the ceiling for the total payment of allowable costs during the award period of performance; the total amount of all payments made under this award must not exceed the ceiling amount. HUD will not reimburse the awardee for costs incurred beyond the dollar amount obligated to this award.
- B. The funds obligated to this award represent a pool of eligible activities. A list of the eligible activities and associated funding are included on the Budget Summary, which accompanies the Form HUD-1044 and is included with this Agreement.
- C. The eligible activities are also referred to as “projects” for this award.
- D. The eligible activities are included in the DRGR System as “projects.”
- E. The awardee must not reallocate funds between the “projects” without prior written approval from the Cooperative Agreement Officer.
- F. The awardee’s financial management system must track award funds by eligible activity.
- G. In addition to direct costs and indirect costs, the program-specific cost categories for this award are the eligible activities or “projects” included on the Budget Summary page of this Agreement.
- H. Unless otherwise authorized by the Cooperative Agreement Officer, written approval by SNAPS is required before the awardee may expend the funds obligated to this Agreement.
- I. HUD does not amend awards to provide additional funds for such purposes as reimbursement for unrecovered indirect costs resulting from the establishment of final negotiated rates or for increases in salaries, fringe benefits, and other costs.

- J. Additional funds may become available for award under this NOFA as a result of HUD's efforts to recapture unused funds, use carryover funds, or because of the availability of additional appropriated funds. Use of these funds will be subject to statutory constraints. All awards are subject to the applicable funding restrictions described in the FY 2015 NOFA General Section and to those contained in the PFS Demonstration NOFA.

## 5. Period of Performance

- A. Unless extended, the period of performance for this award is 66 months, and begins on the date indicated at the top of the Form HUD-1044 executed with this Agreement. This date is also referred to as the “effective date” for this award, unless otherwise provided. The funds obligated to this award are available for use until the end of the period of performance.
- B. Services provided using funds obligated to this award must be provided in accordance with this Agreement and during the period of performance, unless otherwise noted.
- C. HUD reserves the right to amend or terminate this award in accordance with provisions contained in 2 CFR 200, or at any time prior to the end of the period of performance.
- D. HUD reserves the right to extend the period of performance for cause. However, in accordance with 31 U.S.C. §1555, HUD is prohibited from extending the period of performance after the appropriation account has been closed. This statutory provision may also limit the availability of funds for carryover.

## 6. Post-Award Administration

- A. The actions taken after the execution of this Agreement and pursuant to this Agreement are collectively known as post-award administration. The goal of post-award administration is to ensure that both HUD and the awardee meet the terms of this Agreement.
- B. SNAPS staff designated by the Cooperative Agreement Officer will carry out the day-to-day performance oversight and monitoring of the awardee and compliance with the terms of this Agreement. SNAPS will provide technical advice and direction related to the work required by this Agreement. SNAPS is also the principal judge of the awardee's performance, including the awardee's ability to control costs of performance. SNAPS will provide direction on the quality and timeliness of PFS activities and, when appropriate, will provide feedback to the Cooperative Agreement Officer on the awardee's overall performance. Subject matter experts and other HUD program office staff may assist SNAPS in carrying out certain activities but are prohibited from providing direction to awardees outside of the scope of an approved work plan.
- C. The Cooperative Agreement Officer is responsible for assigning SNAPS staff to this award. SNAPS will communicate in writing the name and contact information for the SNAPS staff assigned to each award.
- D. SNAPS provides technical and administrative support to the awardees of PFS Demonstration funds and serves as a central point of contact for announcing, obligating, and awarding HUD PFS Demonstration funds. SNAPS also prepares and publishes policies, procedures, and guidance specific to HUD PFS Demonstration awards and applicable post-award requirements.

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

## 7. Awardee Responsibilities

- A. The awardee of this Agreement is responsible for developing a plan to carry out eligible PFS Demonstration activities. The work plan must include an approach to meeting the objectives of the applicable phase of the PFS process as identified in Section I.A.1.c. of the PFS Demonstration NOFA and the priorities determined by HUD. The plan must include the eligible activities supported by this agreement, and must conform to the standards for work plans (Attachment 2).
- B. To the extent practicable, the awardee must ensure that all relevant partners, especially the Government Entity and any Intermediary Advisor (if applicable), are aware of the scope of the PFS Demonstration activities. When directed by HUD, the awardee must provide relevant partners, such as the Government Entity and Intermediary Advisor (if applicable), a copy of the HUD-approved work plan—excluding any associated costs and labor rates in the work plan.
- C. HUD may direct the awardee to include the specific responsibilities of the awardee, HUD staff, and relevant partners.
- D. The awardee of this Agreement must submit all requests which require **prior approval** in accordance with the terms of this Agreement.
- E. If the awardee, or any consultant or contractor of the awardee, deviates from any terms included in the HUD-approved work plan, or any other term or condition in this Agreement, without the **prior** written approval of SNAPS or the Cooperative Agreement Officer, such deviation is at the awardee's own risk. HUD will not bear any associated costs for unauthorized deviations from the HUD-approved work plan.
- F. The awardee of this Agreement has full responsibility for compliance with the terms of this Agreement.
- G. The awardee of this Agreement is required to furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified elsewhere in these Provisions), and do all things necessary or incidental to the performance of the work established in the HUD-approved work plan(s).
- H. The awardee of this Agreement must immediately notify SNAPS and the Cooperative Agreement Officer of developments, including all challenges and barriers, that have a significant impact on the award-supported activities. Further, the awardee of this Agreement must give written notification to SNAPS and the Cooperative Agreement Officer in the case of problems, delays, or adverse conditions which materially impair its ability to meet the objectives of this Agreement or the HUD-approved work plan. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- I. Substantial involvement (as defined by *The Federal Grant and Cooperative Agreement Act* (31 U.S.C. 6301-08)) is expected between HUD and the awardee of this agreement. However, overall management of the activities supported by this agreement, including technical, subcontractor/consultant management, reporting, and other financial and administrative matters, must be accomplished by the awardee of this Agreement.
- J. Conflict of interest and code of conduct. As required by 2 CFR 200.112 and the FY 2015 NOFA General Section, the awardee is required to disclose in writing any potential conflict of interest to the Cooperative Agreement Officer and SNAPS. In addition, the general procurement standards in 2 CFR 200.318 require the awardee to maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest. “Organizational conflicts of interest” means that because of relationships with a parent company, affiliate, or subsidiary organization, the awardee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The awardee is responsible for ensuring that its sub-awardees and contractors comply with the standards of conduct.
- K. The awardee of this Agreement must participate in regular and ad hoc meetings with HUD, as it relates to post-award administrative requirements, compliance with the terms of this Agreement, and in order to implement the PFS Demonstration activities of a HUD-approved work plan. These meetings may occur in-person, via telephone, or via any other method prescribed by HUD and allowed by this Agreement.
- L. While engaged in carrying out PFS Demonstration activities, the awardee is prohibiting from selling or promoting its own or any other products or services. The awardee is prohibited from implying that HUD endorses any product or service or using the name of HUD or any division of HUD to sell a product or service.
- M. The awardee is responsible for tracking and reporting on actual costs by:
  - (1) award;
  - (2) project/eligible activity;
  - (3) work plan;
  - (4) direct labor costs, including staff, consultants, and subcontractors;
  - (5) other direct costs;
  - (6) indirect costs;
  - (7) performance progress;
  - (8) outcomes; and
  - (9) outputs.

## 8. HUD Responsibilities

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

- B.** SNAPS will provide day-to-day oversight on the performance under this Agreement, including:
- (1) providing oversight on awardee performance related to technical, programmatic, financial, and administrative responsibilities;
  - (2) participating in discussions of programmatic, technical, managerial, and/or scheduling concerns;
  - (3) providing technical guidance and/or advice;
  - (4) reviewing and, where required by the Agreement, approving work plans, technical or programmatic reports, and other information submitted by the awardee; and
  - (5) reviewing and, where required by the Agreement, approving billing documentation and requests for payment.
- C.** SNAPS may schedule desk reviews and on-site reviews as necessary to resolve any HUD award questions, pursuant to a risk-assessment, to resolve audit issues, or as required by a Federal requirement.
- D.** HUD may clarify the terms in this Agreement or standardize certain requirements in this Agreement subsequent to executing this Agreement.
- E.** The Cooperative Agreement Officer or SNAPS will inspect, review, correct, and accept all deliverables developed using funds under this award. SNAPS may seek recommendations from other HUD program office staff.
- F.** SNAPS and the Cooperative Agreement Officer will only request that the awardee perform work within the scope of this Agreement, and will only request work that can be covered by the obligated amount of this award and within the performance period for this Agreement.
- G.** The responsibilities of SNAPS include, but are not limited to:
- (1) coordination with subject matter experts at HUD and award administration, including the review of progress reports, work plans, and payment requests;
  - (2) participation in monitoring visits; and
  - (3) other activities that assist the Cooperative Agreement Officer in monitoring compliance with this Agreement.

## **9. Amendment of Agreement**

- A.** At any time during the performance period, amendments to this Agreement may be initiated by HUD and the awardee.
- B.** The Cooperative Agreement Officer may unilaterally make administrative changes, such as changes in obligated funds, or period of performance, which affect this Agreement.

## **10. Organization and Key Contacts Updates**

The awardee of this Agreement must inform HUD of any changes to information that was submitted prior to the execution of this Agreement. The awardee must use the appropriate standard Federal form listed below to reflect changes to organization and contact information.



All completed forms must be submitted via email to [HUDPayForSuccess@hud.gov](mailto:HUDPayForSuccess@hud.gov) with a copy to the Cooperative Agreement Officer and SNAPS. HUD will determine the impact of changes to the awardee's organization, and will advise the awardee, as appropriate. HUD will also maintain all completed forms in its official program file, and will use the information to update LOCCS, and if applicable, DRGR.

- A. Change to awardee's authorized representative.** Use the Key Contacts form at <http://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html#sortby=1> to reflect changes to contact persons. In addition, the new authorized representative(s) must read and sign the Assurances for Non-Construction Programs (SF-424B) form (also available on [grants.gov](http://www.grants.gov)). The awardee must ensure that the change is reflected at [www.sam.gov](http://www.sam.gov).
- B. Change to key contact person.** Use the Key Contacts form at <http://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html#sortby=1> to reflect changes to contact persons, including names, telephone numbers, mailing address, or email address.
- C. Change to awardee organizational name or structure.** Use the mandatory SF-424 at <http://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html#sortby=1> and update the fields with the information that has changed. The awardee must ensure that the change is reflected at [www.sam.gov](http://www.sam.gov). In addition, changes to the organization's Tax Identification number could require changing information in LOCCS (see Attachment 5 of these Provisions).
- D. Change to Administrative and Financial (A&F) documents.** To update information submitted to HUD during the A&F package, update and resubmit the forms included with the A&F package. The awardee could be required to update the A&F documents if changes are made to the organization's name or structure.

## **11. Standards for Financial Management Systems**

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

## **12. Eligible Program Activities**

- A.** The eligible PFS Demonstration activities supported by this Agreement are detailed in Section I.A.1.c. of the PFS Demonstration NOFA. Attachment 1 of these Provisions includes the eligible activities and a non-exhaustive list of sub-activities.
- B.** Administration costs. Depending on the total amount of this award, the awardee may use up to 10 percent of the total award toward administrative costs (see limitations in the PFS Demonstration NOFA). The costs associated with implementing these Provisions are eligible administrative costs, assuming the costs:
  - (1) do not qualify as costs directly related to carrying out eligible PFS Demonstration activities;
  - (2) adhere to the standards of allowability; and
  - (3) do not exceed the amount allowed and available for administrative costs.

### 13. Labor Rates

- A. Unless otherwise authorized by the Cooperative Agreement Officer, HUD must approve of all labor rates before the awardee's staff, contractors, or consultants may incur costs under this Agreement. If the awardee incurs labor costs without prior HUD approval, the awardee takes such actions at its own risk. HUD is not obligated under this Agreement to reimburse the awardee for costs that are not approved by HUD.
- B. The Cooperative Agreement Officer, SNAPS, or any other HUD staff designated by the Cooperative Agreement Officer may negotiate labor rates associated with the awardee's staff, consultants, and contractor, including rates that are deemed too high or unreasonable.
- C. For the awardee's staff, contractors, and consultants with existing HUD-approved rates, any rate changes submitted to HUD should be based on the organization's compensation policy.
- D. Requests to add or change existing HUD-approved rates for subcontractors and consultants must be based on the organization's procurement policy and applicable regulations, and, if applicable, must include a justification statement for high rates, sole source contractor, and any changes in HUD-approved rates.
- E. HUD reserves the right to disapprove rates and/or to limit the annual total number of hours to be worked by an employee, subcontractor, or consultant.
- F. The awardee must submit all requests for labor rate approval via email to [HUDPayForSuccess@hud.gov](mailto:HUDPayForSuccess@hud.gov) using the template provided in the Administrative and Financial (A&F) package during technical submission. Labor rates exceeding \$175 per hour require submission of additional information, including a description of the individual's expertise, value to the team, and the estimated number of annual hours and cost.

### 14. DRGR System

The Disaster Recovery and Grant Reporting System (DRGR) is used by HUD for electronic reporting and payment. DRGR is internally linked to HUD's Line of Credit Control System (LOCCS), which houses the funds obligated to PFS Demonstration awards. DRGR is accessible online at <https://drgr.hud.gov/DRGRWeb>. Authorized users of the awardee must have access to DRGR in order to draw down funds. The System is used to manage PFS Demonstration awards, including access to DRGR; labor rates for employees, consultants, and subcontractors of the awardee organization; work plans; payment requests; and performance reports.

- A. A user account and acceptance of HUD's Rules of Behavior are required to access DRGR. All persons with the DRGR role of *Grantee Administrator* may request a new user account on behalf of other persons within the same organizations (including the awardee's consultants and contractors). HUD will provide additional guidance to the awardee's authorized users to begin using of the System.
- B. The awardee must provide bank information in order for HUD to begin processing payments through DRGR—see Attachment 5 of these Provisions.

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

## 15. Work Plans

- A. The awardee prepares a work plan and submits it to SNAPS for approval before implementation. HUD may standardize this requirement subsequent to the execution of this Agreement.
- B. The work plan must include the standards outlined in Attachment 2 of these Provisions. Other than work plan development costs, SNAPS or the Cooperative Agreement Officer must approve the proposed work plan before the awardee may incur costs for activities covered by the work plan. SNAPS staff may recommend the most cost-effective method to allocate the level-of-effort among cost items, including but not limited to, direct labor, consultant, contractor, subcontractor costs, and other direct costs.
- C. The awardee must ensure that any consultants and subcontractors were procured in accordance with procurement standards at 2 CFR 200 Subpart D. SNAPS or the Cooperative Agreement Officer may require additional bids for a proposed contracted PFS Demonstration activity, when deemed necessary in order to provide the best value to the Government. See Subawards and Contractors/Subcontractors section of these Provisions for details.
- D. Work plan submission. The awardee must submit all proposed work plans in DRGR. Additionally, the awardee must email to the assigned SNAPS staff a copy of the work plan submitted in DRGR. HUD will issue guidance subsequent to this Agreement to clarify the procedures regarding the use of DRGR for work plan submission.
- E. Work plan approval. SNAPS will approve the work plan in DRGR within 30 days of receiving a work plan as proper. For this paragraph, "proper" is defined as compliant with the work plan standards in Attachment 2 of these Provisions and free of major issues.
- F. Once approved by SNAPS or the Cooperative Agreement Officer, a work plan serves as the guide to the activities the awardee will undertake. Only the costs for eligible PFS Demonstration activities may be included in the plan and eligible expenses subsequently may be charged against the work plan budget. The plan may be modified if approved in writing by SNAPS. SNAPS may require modifications in the plan after it is approved to increase its effectiveness, or respond to developing conditions, including challenges or barriers.

## 16. Allowable Costs

- A. The total amount of payments made by HUD pursuant to this Agreement will not exceed the amount obligated to this award, as shown in the **Total Instrument Amount** field on the Form HUD-1044 (as amended). HUD is not responsible for payment of any costs incurred beyond the total amount obligated to this award.
- B. The governing cost principles address selected items of cost. The awardee must consult the cost principles for the complete explanation of allowable and unallowable costs:
  - (1) The Federal cost principles, 2 CFR 200, Subpart E;
  - (2) The standards included in Attachment 4 of these Provisions; and

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

- C.** The allowability of costs under this award may be subject to other requirements specified in the regulations or specific terms referenced in the Federal Requirements section of this Agreement. The awardee should contact assigned SNAPS staff with questions concerning allowability of particular costs.
- D.** If a cost is allowable, it is allocable as either a direct cost or an indirect cost (or General and Administrative cost), depending on the awardee's accounting system. The awardee is prohibited from claiming as direct costs any costs—including, but not limited to, positions under direct labor and fringe benefits—that have been included in the indirect cost pool. Refer to the Indirect Costs section of these Provisions, for additional guidance.
- E.** The awardee is prohibited from charging transportation and travel costs in excess of the Federal Travel Regulations rates, unless pre-approved by SNAPS or the Cooperative Agreement Officer; and the awardee is prohibited from charging costs higher than rates charged by the awardee for non-federal work, unless proper justification is provided to SNAPS or the Cooperative Agreement Officer, and SNAPS or the Cooperative Agreement Officer approves the costs at the higher rate in writing.
- F.** The awardee is prohibited from charging any grant funds that are not directly attributable to this award as direct costs. In cases where HUD has a share, and not all, of the direct costs, SNAPS or the Cooperative Agreement Officer may approve an allocation plan for any such costs if the plan adequately demonstrates that the costs are allowable. The allocations must be for HUD's share only and require SNAPS or the Cooperative Agreement Officer approval of the costs in writing.
- G.** The awardee of this Agreement must request payments through HUD's DRGR System. All payment requests must be accompanied by proper documentation supporting the request. For more information on the DRGR System or proper billing documentation, see the related sections of these Provisions.
- H.** Where unallowable costs have been paid by HUD, the awardee will return funds to the award that reimbursed the unallowable cost, using one of the following methods:
  - (1) a cash refund;
  - (2) offset to a subsequent payment request;
  - (3) credits to the amounts charged to individual awards; or
  - (4) offset to the current award.
- I.** The Cooperative Agreement Officer will determine the appropriate repayment method.
- J.** Neither profit nor fee is an allowable cost under this award.

**17. Pre-Award Costs**

- A.** The awardee of this Agreement may incur allowable pre-award costs from the date of the award letter through the effective date of this Agreement, provided:
  - (1) the Cooperative Agreement Officer has provided written approval permitting the awardee to incur pre-award costs;

- (2) the approval of pre-award spending is made and documented in accordance with the awardee's procedures;
  - (3) the advanced funding is necessary for the effective and economical conduct of the terms of this Agreement; and
  - (4) the total amount of all pre-award costs does not exceed the amount included in a pre-award letter issued by HUD.
- B.** Pre-award costs are incurred at the risk of the awardee of this Agreement. The awardee's authority to incur pre-award costs does not impose an obligation on HUD:
- (1) in the absence of appropriations;
  - (2) if an award is not subsequently made; or
  - (3) if an award is made for a lesser amount than the awardee anticipated.
- C.** Requests for pre-award costs for periods exceeding 90 days must be submitted via email to the Cooperative Agreement Officer and assigned SNAPS staff.

## **18. Payments**

**Reimbursement Payment Method.** Upon acceptance of the provisions of this Agreement, the awardee agrees to submit monthly payment requests on a reimbursement basis. HUD has imposed, as a specific condition of the award, the reimbursement payment method be in accordance with 2 CFR part 200.

- A.** All payments made on a reimbursement basis are made by electronic funds transfer to the awardee's bank account. The awardee must complete and submit information requested on Attachment 5 of these Provisions in order for HUD to begin to process payment requests.
- B.** The awardee of this Agreement must request payments through DRGR.
- C.** The required supporting documentation (Attachment 4 of these Provisions) must accompany all payment requests.
- D.** Payment requests should coincide with the normal billing pattern of the awardee; however, payment requests must be submitted at a frequency that is not less than once per month, when the awardee is incurring costs under an approved work plan.
- E.** Each payment request is limited to the amount of disbursements made for the HUD share of allowable direct program costs and the proportionate share of allowable indirect costs incurred during that billing period. See the Allowable Costs section of these Provisions.
- F.** SNAPS or the Cooperative Agreement Officer will certify for approval DRGR payment requests and DRGR will automatically transmit the requests to LOCCS for payment via electronic transfer.
- G.** Tracking the status of payments. The awardee must track the status of payment requests using DRGR and the reports generated from DRGR to determine when HUD approves payment request, and when requests are paid.

**19. Program Income**

- A. Pursuant to 2 CFR 200.307(e)(2), the awardee must add to the funds for this award any program income earned as a result of undertaking activities with funds obligated under this award.
- B. The awardee must use the program income for activities supported by this Agreement. However, before expending program income, the awardee must revise any affected work plan by including the use of program income for eligible activities under this Agreement, and HUD must approve the revised work plan.

**20. Profit or Fee**

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

**21. Indirect Costs**

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

- A. Unless the awardee's cognizant agency approves an indirect cost rate subsequent to the execution of the Agreement, the indirect cost rate that applies to this award is included on the Form HUD-1044 and is incorporated into this Agreement by reference.
- B. The approved indirect cost rate that is attached to this Agreement is applicable during the period of performance of this award until the awardee's cognizant agency approves a new indirect cost rate.
- C. 10 percent *de minimis* rate. In addition to the procedures outlined in the appendices referenced in 2 CFR part 200.414(e), any awardee that has never received a negotiated indirect cost rate—except for those entities described in Appendix VII to 2 CFR 200—may elect to charge a *de minimis* rate of 10 percent of Modified Total Direct Costs (MTDC) which may be used indefinitely. If the awardee elects this method the awardee must use the *de minimis* rate consistently for all Federal awards until such time as the awardee chooses to negotiate a rate, which the awardee may apply to do at any time.
- D. HUD will make payments to the awardee based on the approved indirect cost rate in effect and submitted for reimbursement with the invoice.
- E. If, during the period of performance, a new indirect cost rate is approved by a Federal cognizant agency which is applicable to the period of performance of this award, the awardee must request to apply the new indirect cost rate prior to the completion of the period of performance. The new rate would only apply to costs incurred during the period of performance. Adjustments for past billings may be made from a prior approved rate to a new approved indirect cost rate during or at the end of the period of performance. However, such adjustments must be within the total amount of the award as stated on the Form HUD-1044.
- F. Per 2 CFR 200.403, the awardee must consistently charge costs as either indirect or as direct costs and is prohibited from double charging or inconsistently charging costs as both indirect or as direct.

- G. The awardee is responsible for preparing, submitting, and monitoring the progress of any indirect cost rate negotiations with the cognizant agency.
- H. Upon receiving any approved indirect cost rate from its cognizant agency, the awardee must forward all applicable documentation to HUD, including a copy of the new updated indirect cost rate negotiation agreement with the cognizant agency.
- I. Appendices III-VII and Appendix IX of 2 CFR 200 contain requirements for development and submission of indirect cost rate proposals and cost allocation plans are contained.

## **22. Actions Requiring Prior Approval**

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

- A. Significant changes to a HUD-approved work plan, including:
  - (1) change in scope or approach to accomplish work plan objectives;
  - (2) change in budget, including a change in DRGR project budget;
  - (3) change in objectives;
  - (4) change in modality in which activities are developed or delivered;
  - (5) removal or addition of a task; change in a task objective; or
  - (6) change in period of performance, including extension of the work plan's end date.
- B. Change of key personnel—staff, contractors, and consultants—assigned to a HUD-approved work plan, or key personnel submitted with the initial application for this award or submitted with the A&F documentation for this Agreement;
- C. Extension of the performance period of this Agreement;
- D. The need for additional funding resulting in an increase in the total award amount or an increase in the HUD-approved work plan budget by 10 percent or more;
- E. Inclusion of costs or activities that require prior approval;
- F. Reallocation of funds allotted for administrative expenses;
- G. Reallocation of funds between eligible activities or “projects” in the DRGR System;
- H. Pre-award costs;
- I. Before incurring costs related to a proposed work plan, absent any provisions herein or any specific notice from the Cooperative Agreement Officer or SNAPS to the contrary;
- J. Any changes in contact information, including the organization's name, address, telephone, email, and key personnel (see Organization and Key Contacts Updates section of these Provisions);
- K. Labor rates not already approved by HUD for PFS Demonstration activities;

- L. On-site conferences and training and contract or agreements for such on-site conferences and trainings (see Attachment 9 for additional guidance);
- M. The sub-award, transfer, or contracting out of any work under this award, unless described in the awardee's application or A&F documents. For details, see Procurement section and Subaward section of these Provisions; and
- N. The use, development, or acquisition of software, property, or equipment.

### **23. Procurement**

- A. The awardee's process for acquiring goods and services under this Agreement must comply with 2 CFR 200.317 through 200.326, and the contracts awarded by the awardee must contain the provisions set forth in Appendix II to 2 CFR 200, as applicable to the contract.
- B. All procurements made subsequent this Agreement, including those under small purchase procedures, must be open, free, and competitive, except when competitive proposal methods are not feasible and meet one of the criteria at 2 CFR 200.320(f).
- C. Some form of cost or price analysis is to be made in connection with every procurement action.
- D. Arms-length business relationships must be maintained. A strict code of conduct must exist:
  - (1) that prohibits under-the-table favors from contractors and subcontractors;
  - (2) that prohibits special treatment of persons having a financial or personal interest with the awardee; and
  - (3) that provides equal treatment to all prospective sources.

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

- A. The use of sub-awards, consultants, and subcontractors is subject to the specific written, prior HUD approval. Unless the sub-awards, consultant, and subcontractor agreements and related rates were submitted to HUD and approved with the A&F documents, the awardee's request for approval must be submitted to HUD with a request to change labor rates, and must include the following supporting data:
  - (1) Basis for consultant or subcontractor selection;
  - (2) Sole source justification (i.e., justification for lack of competition) when competitive bids or offers are not obtained;
  - (3) Basis for award cost or price, to include reason for rate changes, and price or cost analysis performed by the awardee of this Agreement; and
  - (4) Approval of the awardee's authorized representative, including the following certification: *I certify, on behalf of [entity name] that any consultants or subcontractors were selected in accordance with procurement standards as found in 2 CFR 200, Subpart D.*



- B. The Procurement Standards of 2 CFR 200, Subpart D are applicable to procurement of contractors made pursuant to this Agreement.
- C. The awardee must include in the contract or sub-award agreement such provisions as may be necessary to ensure that all consultants, subcontractors and sub-awardees comply with the applicable requirements of this Agreement.
- D. The applicable Federal standards and requirements for sub-awards and contracts/subcontracts under this agreement must be those otherwise applicable to the type of organization receiving the subaward, contract, or subcontract.
- E. The use of Federal funds provided by this agreement for payment of fee or profit under a “sub-award,” is not allowable. The term “sub-award” does not include the recipient’s procurement of goods and services such as maintenance contracts for equipment or facilities, contracts for communication services, etc.
- F. HUD reserves the right to disallow subcontractors or consultants from working under this award, and HUD may limit the annual total number of hours to be worked by an employee, subcontractor, or consultant. HUD may also require additional bids for any proposed PFS Demonstration activity.
- G. HUD may standardize the collection of information required by this section of these Provisions subsequent to the execution of this Agreement.

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

- A. The use of space for in-person training, conferences, and other HUD-sponsored events are subject to the prior, written approval from HUD.
- B. Subsequent to the delivery of any HUD approved in-person trainings, conferences and other HUD-sponsored events, the awardee is required to report to HUD the actual costs associated with the development and delivery of the meeting, event, or conference.
- C. HUD will issue requirements and processing procedures for event requests subsequent to executing this Agreement.

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

- A. Requirement for System of Award Management (“SAM”). As required at 2 CFR 25.200, the awardee must maintain active status and current information in the SAM at [www.sam.gov](http://www.sam.gov), until the final financial report is submitted to HUD. Review Section IV.C. in the NOFA’s General Section for additional details on the SAM.
- B. Requirement for Unique Entity Identifier numbers. The awardee may not enter into a contract or agreement with an entity that does not have a unique entity identifier number, as required at 2 CFR 25.200. The awardee may verify numbers using [www.sam.gov](http://www.sam.gov) or may contact the assigned SNAPS staff to verify the numbers. The awardee of this Agreement is required to notify potential consultants and contractors of the requirements for a unique entity identifier number.

## **27. Sanctions, Suspension, and Termination**

- A. **Sanctions.** Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the

requirements contained in these provisions, may result in the Cooperative Agreement Officer taking action to limit access to program funds. Actions by the cooperative agreement officer may include, but are not limited to:

- (1) requiring that reports and financial statements be submitted to the Cooperative Agreement Officer for approval before drawing down any funds;
- (2) removing the awardee from DRGR;
- (3) placing the awardee on an alternative payment system to be determined by the Cooperative Agreement Officer;
- (4) suspending the ability to incur costs or draw funds; and suspending or terminating the cooperative agreement for non-performance—regulations regarding suspension or termination are found at 2 CFR 200.

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

**C. Termination.** Pursuant to 2 CFR 200.339, this Agreement may be terminated, in whole or in part, by the Cooperative Agreement Officer if the awardee of this Agreement materially fails to comply with these terms and conditions or with the consent of the awardee. The awardee of this Agreement may terminate the Agreement upon sending written notification to the Cooperative Agreement Officer as set forth in 2 CFR 200.339. This Agreement may be terminated for convenience, when both parties agree that the continuation of the award would not produce beneficial results.

## **28. Disputes, Claims, and Appeals**

- A. Disputes and Claims.** During the performance period, should disputes arise out of or relating to this Agreement, the awardee of this Agreement may submit a claim in writing to the Cooperative Agreement Officer for decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim. Within 60 calendar days, the Cooperative Agreement Officer will either prepare a written decision or notify the awardee of a specific date when a decision will be rendered. The Cooperative Agreement Officer decision is final unless the awardee of this Agreement appeals the Cooperative Agreement Officer decision and the appeal is sustained.
- B. Appeals.** The awardee of this Agreement may appeal the decision within 30 days from the date that the Cooperative Agreement Officer's final decision to the Director of HUD's Office of Special Needs Assistance Programs.

## **29. Paperwork Reduction Act**

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

## **30. Deliverable Products**

- A.** During the performance period, the awardee is required to either submit official products of work to the assigned SNAPS staff; or must submit and store deliverables in a manner deemed appropriate by HUD. Products of work may include but are not limited to:

- (1) deliverables required by the NOFA;
  - (2) needs assessment reports;
  - (3) progress reports;
  - (4) closeout documentation; and
  - (5) products specified in the work plans, such as feasibility assessment materials, technical assistance materials, data sets, transaction coordination and support materials, outcome validation documentation, computer products, written products, and audio-visuals.
- B.** Failure to submit required reports on time may cause the Cooperative Agreement Officer to take action to suspend or terminate the award.
- C.** Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All work products that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at <http://hudatwork.hud.gov/po/i/508/index.cfm>.

### **31. Publications and News Releases**

- A.** The results of work conducted under this award may be made available to the public through dedication, assignment by HUD, or other means as HUD may determine.
- B.** All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, electronic files, and any other physical materials and products produced directly under this award are deliverables, owned by the government and held for the benefit of the public. As determined by HUD, all deliverables must contain the HUD logo. Deliverables must not include the logo or emblem of the awardee, sub-awardee or contractor, or other participant in the work, unless HUD approves otherwise.
- C.** The awardee or other participants in the work are prohibited from publishing deliverables, quotations therefrom, paraphrasing, or disclosures of interim findings without prior HUD approval.
- D.** All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the awardee or other participants in the work after HUD review and approval must 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."
- E.** Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the awardee or its staff, or any sub-awardee or contractor, or other person or organization participating in the work of the award, must be provided to SNAPS at least 2 weeks before the planned release.

- F. Awardees are prohibited from disclosing through news releases and other public announcements any draft or interim finding or quote or paraphrase any part of any deliverable without complying with the disclosure statement requirements as stated in Paragraph 31.D. above. All press releases or public issuances made during the term of the award must be reviewed and approved by SNAPS or the Cooperative Agreement Officer before release.

### **32. Restrictions on Printing**

- A. In accordance with government printing and binding regulations, reproductions of reports, data, or other written materials intended for submission to HUD for government use, as required in the award, is authorized, provided the materials produced do not exceed 5,000 impressions of any page and that items consisting of multiple pages do not exceed 25,000 impressions in aggregate. The aggregate number of impressions is determined by multiplying pages by copies. An impression is one sheet, size 8-one-half inches by 11 inches or less printed on one side only and in one color. Each additional color counts as an additional impression.
- B. The above limitations do not apply to the printing of nongovernmental publications or materials that are intended for the use of HUD grantees, non-profit organizations, and program clients and are not printed primarily or substantially for use by HUD or another Federal agency.

### **33. Real Property**

- A. Title to all nonexpendable and expendable tangible personal property purchased by the award of this Agreement with funds obligated to this Agreement shall be deemed to have vested in the awardee upon purchase, unless stated otherwise in this Agreement, in accordance with the 2 CFR 200.314, without further obligation to the Government. This property must be used for the conduct of activities supported by this Agreement, unless stated otherwise in this Agreement.
- B. The awardee of this Agreement must manage property in accordance with the Property Standards in 2 CFR 200, Subpart D. As part of the Agreement closeout process, the awardee must account for any real and personal property acquired with Federal funds or received from the Federal Government.
- C. Equipment. The awardee must seek HUD approval before purchasing equipment (as defined by 2 CFR 200.33), using funds under this award. The awardee must submit the following information with each equipment purchase request:
  - (1) Identify the type of equipment and indicate if the equipment will be used for this project only or will be shared with other customers/clients.
  - (2) If the equipment will be shared with others, demonstrate that HUD is paying only a proportionate share of the cost and that the cost is not duplicated in your indirect cost rate.
  - (3) Explain why there is no other equipment in the organization that is available for the work under this agreement.
  - (4) Identify whether the equipment will be purchased on a competitive basis.
  - (5) Describe the conditions for leasing of real property, if applicable.

**34. Intangible Property**

- A. Intangible property standards, including inventions and patent rights, are as specified in 2 CFR 200.315 and 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, which titles and sections are incorporated herein by reference.
- B. HUD reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes:
  - (1) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement; and
  - (2) any rights of copyright to which an awardee or sub-awardee or a contractor purchases ownership with award funds.
- C. The awardee of this Agreement must submit to the Cooperative Agreement Officer and SNAPS all invention disclosures, using Attachment 7 of these Provisions.

**35. Rights in Technical Data, Computer Software, and Copyright**

- A. Technical Data. Rights are as specified in 2 CFR 200.315.
- B. Computer Software. The Government will receive unlimited rights in all computer software resulting directly from the performance of work supported by this Agreement, or any other subcontract or agreement. Unlimited rights, as used in this clause, means rights to use, duplicate, release, or disclose technical data or computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.
- C. Software, especially computer software used for online products, must be commercially available off-the-shelf, unless SNAPS or the Cooperative Agreement Officer authorize otherwise. HUD will issue related procedures subsequent to the execution of this Agreement.

**36. Privacy Act**

- A. The awardee of this Agreement is required to design, develop, or operate HUD data subject to the Privacy Act of 1974 (5 U.S.C. §552a) and applicable HUD regulations.
- B. All subcontracts and sub-awards issued for services paid with funds under this Agreement are subject to the Privacy Act of 1974 (5 U.S.C. §552a) and applicable HUD regulations.
- C. The awardee of this Agreement is required to include the Privacy Act clause contained in this Agreement in every solicitation for subcontracts and sub-awards, and in every subcontract and sub-award agreement.
- D. Any person who knowingly or willfully violates the requirements of the Privacy Act is subject to criminal penalties and fines under the Privacy Act and could be subject to prosecution under other statutes such as 18 U.S.C. §494, 495, and 1001. In the event of improper use or disclosure of HUD data, the awardee of this Agreement must report the

incident to the Cooperative Agreement Officer and SNAPS, and to cooperate fully with HUD.

### **37. Lobbying Activities Prohibition**

The awardee of this Agreement is subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. §1352 (the Byrd Amendment), in HUD's implementing regulations at 24 CFR 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995). However, Federally-recognized Indian tribes and tribal entities established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment.

### **38. National Policy Requirements**

This Agreement is subject to the requirements to the National Policy Requirements contained in the General Section of this Agreement.

### **39. Whistleblower Protection**

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

### **40. After-the-Award Requirements**

Close-out, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 2 CFR 200.343 through 200.345. The awardee must submit a Close-out Certification (Attachment 8) within 90 days of the end of the period of performance or complete expenditure of funds, whichever occurs first. The awardee is responsible for compliance with the after-the-award requirements contained and referred to in this agreement. The requirements highlighted below are three primary areas of continuing responsibility after close-out of the award.

- A. Records and materials. The awardee must maintain records and materials related to activities supported and payments paid under this award. Attachment 3 of these Provisions contains a suggested list of records and materials to maintain. The awardee must maintain the records in a safe place, accessible to auditors and other Federal Government officials. This requirement also extends to all subcontracts and sub-agreements the awardee has executed or paid for that exceed \$10,000.

- B. Accountability for property continues as long as the awardee holds the property, or for the period of time established by the regulations noted in this Agreement. The awardee must report the status of the property to HUD (see Attachment 6 of this Agreement). Disposal of property must be in accordance with the rules established in the Property Standards referred to in the award and the relevant provisions in 2 CFR part 200, Subpart D. Program income, including royalties, must be used to support eligible activities.
- C. If the awardee's organization is discontinued or changes its location at any time during the 5-year period after the close of the award, the awardee must notify the Cooperative Agreement Officer. The awardee must immediately notify the Cooperative Agreement Officer of the new address or the address of the party retaining all records (see Organization and Key Contact Updates section of this Agreement).

#### **41. Audit and Access to Records**

- A. Audit. The awardee of this Agreement and its sub-awardees and contractors are subject to the audit requirements contained in 2 CFR 200, Subpart F, as applicable. The awardee, and all its non-federal consultants, and contractors that expend \$750,000 or more in its fiscal year in Federal funds must have an audit conducted, as applicable. Certain data from the audit must be submitted to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/fac/> and to HUD. The FAC can be reached at 1-800-253-0696 or at Federal Audit Clearinghouse, 1201 E. 10th Street, Jeffersonville, Indiana 47132.
- B. Access to Records. The awardee must provide HUD with direct access to sufficient records and information of the awardee of this Agreement, as HUD may determine, to ensure full accountability for Federal funds. Access requirements are set forth in 2 CFR 200.336.
- C. HUD's right to Audit. HUD reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement, based upon:
  - (1) HUD review,
  - (2) the final audit, or
  - (3) any other special audits or reviews undertaken.

HUD may order a special audit, even if the awardee's auditor or a cognizant agency has already conducted an audit.

#### **42. Desk Reviews and Site Visits**

- A. HUD authorized representatives may conduct desk reviews and site visits at reasonable times to review award and work plan accomplishments, management control and fiscal management systems, and award documentation; and to provide technical assistance based on the results of a pre-award risk assessment or should HUD deem that such technical assistance is necessary.
- B. The awardee must provide, and must require its contractors and consultants to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of its duties. HUD

will perform any desk reviews, site visits, and evaluations in a manner that does not unduly interfere with or delay the work of the awardee.

#### **43. Financial and Program Performance Reports**

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

- A. Annual Performance Report.** As allowed by 2 CFR 200.328, HUD is requiring annual reports, beginning at the start of the Federal fiscal year, and due 30 days after the end of each yearlong period. The awardee must document and keep HUD informed of activities and progress toward accomplishment of each work plans approved under this Agreement. HUD may standardize the collection of this information subsequent to this Agreement. Per 2 CFR 200.328, the standard OMB data elements required for financial and performance reporting must be submitted. This means, if DRGR is unable to satisfy the requirements of 2 CFR 200.328, the awardee must report financial and performance data to HUD.
- B. Final Performance Report.** Provisions at 2 CFR 200.328 require the awardee to submit a Final Performance Report within 90 days after the period of performance end date. If the award is fully expended prior to the end of the period of performance, the Final Performance Report should be submitted within 90 days of the date that the award is fully expended. The final performance report must document the results of the completed and on-going activities. Subsequent to this Agreement HUD may issue guidance on how and where to submit the final performance report. The Final Performance Report must contain the following information:
  - (1) a comparison of actual accomplishments with the goals and objectives established for the Agreement;
  - (2) the findings of the investigator;
  - (3) an explanation of why established goals were not met, if applicable;
  - (4) analysis and explanation of cost overruns or high unit costs, if applicable; and
  - (5) other pertinent information.
- C. Final Financial Report.** Provisions at 2 CFR 200.343 require the awardee to submit a financial report within 90 days following the end of the period of performance. If the award is fully expended prior to the end of the period of performance, the Final Financial Report must be submitted within 90 days of the date that the award is fully expended. The final financial report must be accompanied by the SF-425-Federal Financial Report (FFR). The financial report must be on a cash or accrual basis, depending on how the awardee's accounting records are normally kept. Subsequent to this Agreement, HUD may issue guidance how and where to submit the final financial report.
- D. Section 872 Reporting.** If applicable, awardees receiving Federal funds with a cumulative value greater than \$10 million and their direct (i.e., first tier) sub-awardees, contractors, and consultants must report to the Federal Awardee Performance and Integrity Information System (FAPIIS).



#### **44. FFATA Reporting**

- A.** This Agreement is subject to the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of Public Law 110-252, referred to as the “Transparency Act” (FFATA).
- B.** The awardee of this Agreement must report sub-awards and compensation for executives of the awardee and sub-awardees. The information must be reported in the Federal Government website [www.fsrc.gov](http://www.fsrc.gov) or its successor system. The awardee must fulfill this reporting requirement after an award or sub-grant is obligated by the end of the month plus one additional month the Federal Sub-award Reporting System (FSRS) at [www.fsrc.gov](http://www.fsrc.gov). For example, if the award or sub-award is obligated by June 15, 2017, the awardee must meet the reporting requirement by August 1, 2017.
- C.** Additional information on how to report the required information is available in Appendix A of the following guidance issued by the Management and Budget Office: [FR Doc. 2010-22705 Filed 9-13-10; 8:45 a.m.]  
<https://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation#h-25>.

## **Attachment 1–Guidance on Eligible PFS Demonstration Activities**

### **I. Eligible Activities**

HUD may award funds to the awardee of this Agreement to facilitate work in all three phases of the PFS process. The awardee's response must be in the form of a work plan. The work plan must propose to use only the eligible activities supported by this Agreement, as highlighted below. The PFS Demonstration NOFA Section I.A.1.c. includes a more detailed description of each eligible activity.

### **II. Feasibility Analysis**

**During this phase the Intermediary** provides government entities and/or nonprofit service providers with the resources and expertise needed to effectively determine their ability to participate in PFS Contracts and structure transactions that have a high likelihood of success and meaningful social return on investment.

#### **A. Organizational/Programmatic Activities**

1. Assess the likelihood of success of a PSH model financed by PFS in the local context;
2. Assess strength, expertise and capacity of relevant nonprofit PSH providers to deliver desired outcomes consistent with HUD's programmatic guidelines for PSH;
3. Assess available local, State, tribal, and/or Federal administrative data and other available evidence, data and information relevant to carrying out a potential PFS PSH Intervention, including data matching and analysis;
4. Provide due diligence, program design and advisory services to assist government entities in determining whether and how to engage in the planned PSH Intervention using PFS financing;
5. Assess the policy priorities of the relevant government entity that are consistent with the provision of PSH targeted to the reentry population;

#### **B. Budgetary/Financial Activities**

1. Identify and estimate potential local, State, and Federal funding sources that will be affected by the project, including costs and savings to each affected level of government and program. These funding sources should be used to estimate potential net savings and gauge opportunities to achieve outcomes more cost-effectively at each level of government through the implementation of a PSH Intervention targeting the reentry population (estimates of total cost savings must account for the net effect of any cost shifting among levels of government);
2. Inform decision-making, develop a framework, and conduct analyses for estimating public sector savings, cost-effectiveness, and benefits and Success Payments for the PSH Intervention;
3. Identify options for a financing strategy to sustain and scale-up the PSH Intervention should the intervention be deemed feasible for implementation through PFS in the Demonstration Site;
4. Develop a budget estimating the costs required for the Transaction Structuring phase and ramp-up costs (if any);

### **C. Legal/Regulatory Activities**

1. Identify statutory, regulatory, and programmatic barriers to and enablers of a PFS PSH Intervention;
2. Review agreements and contracts for legal requirements and protections;
3. Assess and address appropriation risks (i.e., the risk that the government entity might not be able to make future Success Payments);

### **D. Procurement Activities**

1. Support government efforts to design and implement a process for collecting relevant information from the public or key audiences to inform PFS activities, regarding priorities, service delivery, Transaction Structuring, evaluation, or other relevant issues, priorities, concepts and strategies;
2. Support government efforts to design and publicize requests for proposals, Notices of Funding Availability, or other relevant funding announcements/proposal solicitations for release by government entities or other payers to solicit the services of coordinators, service providers, or evaluators;
3. Support government efforts to assess solicited proposals, including respondents' organizational capacity, past performance, operating model, strength of outcomes, efficiency, quality of management team, and suitability for PFS financing; and
4. Applicants may propose additional or alternative strategies under any of the above task areas that further the purposes of the PFS Demonstration.

### **E. Drafting Deliverables**

1. Draft reports detailing the findings of the Feasibility Analysis; and
2. Report alternative approaches the government entity may pursue in order to achieve the social outcomes sought by PSH if the grantee concludes that a PFS Transaction is inappropriate for the Demonstration Site.

## **III. Transaction Structuring**

During this phase of the PFS process, the intermediary assists governments and nonprofit entities that have identified feasible projects to structure and close a PFS Contract for the implementation of a PSH Intervention for the reentry population at a particular Demonstration Site.

This eligible activity is intended to culminate in a finalized, fully structured, high-quality PFS Contract or in an analysis of alternative financing structures if stakeholders could not close the PFS Contract.

### **A. Provide Overall Transaction Coordination and Support**

1. Design PFS transaction work plan, timeline and task list;
2. Coordinate planning and meetings of relevant transaction participants;
3. Manage all transaction elements to meet the shared timeline of stakeholders;
4. Identify an outreach plan to identify eligible PSH Intervention participants that includes coordination between correctional facilities, homeless assistance providers, crisis care services, applicable government agencies, and other key players involved in implementing the PSH Intervention—outreach plans should

consider how persons with disabilities and limited English proficiency can be reached;

5. Develop a plan to identify, select, train, and provide technical assistance for homeless assistance providers;
6. Assess strength, expertise and capacity of selected homeless assistance providers, including quantitative and qualitative assessment of respondents' track record, operating model, strength of outcomes, and compatibility with the transaction;
7. Address homeless assistance provider performance concerns or capacity gaps;
8. Engage and educate homeless assistance provider staff to ensure that expectations of their role in the PSH Intervention are clear and feasible;
9. Coordinate selection of qualified third-party evaluator(s);
10. Develop outcome measures and specify evaluation methodologies and data sources that can be accessed to value identified outcome measures;
11. Ensure that the evaluation design and service delivery plans are compatible (i.e., if the evaluation design were to require the random assignment of participants, does the service delivery plan accommodate this requirement?);
12. Ensure that all data necessary to identify the target population and measure outcomes will be made available by the government entity or other data source, and shared among relevant stakeholders, including the intermediary, outcome evaluator, DOJ, and HUD, timely and in accordance with all applicable confidentiality requirements;
13. Coordinate or lead design of key PSH Intervention components, including detailed service provision, duration of services, outcome monitoring, and evaluation design; and
14. Assess the risk of and develop contingency plans for lack of stakeholder capacity or support, (i.e., stakeholders not providing adequate feasibility checks or information and/or not agreeing to key PSH Intervention requirements identified in the PFS Demonstration NOFA);

#### **B. Raise Capital and Develop Capital Structure**

1. Identify sources of funding for Success Payments (including sources beyond Federal funds);
2. Conduct financial modeling of the transaction, including analysis of possible payment terms and transaction structures;
3. Develop investment and entity structure, especially regarding Success Payments, that mitigates relevant risks and establishes appropriate incentives;
4. Develop relevant documentation, such as a term sheet, that includes outcomes pricing, capital structure, Success Payment triggers, and payment schedules;
5. Ensure that, in the case that PFS Demonstration grant funds cover the cost of any ramp-up activities, those costs are taken into account in the structuring of Success Payments and the measurement of net savings generated by the PSH Intervention; and

6. Market the transaction to investors in order to raise capital commitments necessary to fund the PSH Intervention.

**C. Mediate and facilitate agreement between each of the parties to the transaction**

1. Coordinate the negotiation of all parties around economic and contract terms; and
2. Develop and finalize all contracts and supplementary documentation, including offering or loan documents as relevant, working with legal counsel as appropriate;

**D. Close the PFS Contract and prepare for the Contract Implementation phase.**

Preparation for Contract Implementation may include ramp-up activities necessary to assist homeless assistance providers to scale up their operations for the PSH Intervention.

**E. Ensure that the PFS Contract accounts for any potential changes in risk** associated with the separate funding of ramp-up activities and allows for potential appropriate contract modifications based on lessons learned during the ramp-up phase, including potential modification of outcome targets, time horizons, programmatic changes, and the amount and structure of Success Payments.

**F. Support early Contract Implementation activities** up to the delivery of housing and services to ensure the PFS Contract is moving towards successful implementation;

**G. Applicants may propose additional or alternative strategies** under any of the above task areas that further the purposes of the PFS Demonstration.

### **III. Outcome Evaluation.**

During this phase of the PFS process, the intermediary provides government entities with the resources and expertise needed to effectively assess whether outcome goals have been met and whether achievement of these outcomes are reasonably attributable to the implementation of PSH and enhanced service delivery. DOJ and HUD must review and approve the outcome evaluation design as well as the plans for an independent validation of the outcome evaluation methodology before the PFS Contract is finalized.

- A. Inform and agree to the outcome evaluation design and validation methodology;
- B. Conduct an independent validation of the outcome evaluation methodology, including ensuring that required data can be accessed appropriately and timely;
- C. Monitor the outcome measure(s) agreed upon in the PFS Contract;
- D. Assess whether the operationalization of the PSH Intervention is consistent with HUD's programmatic guidelines for PSH;
- E. Determine whether the outcome goals have been met;
- F. Provide the documentation to trigger the release of Success Payments; and
- G. Drafting Deliverables such as:
  1. An evaluation plan that details the outcome measures and the methods employed to develop those measures;
  2. Outcome evaluation design;
  3. Process for having an independent validation of the outcome evaluation methodology that will be employed;
    - a. Written assessments of progress towards meeting outcomes;
    - b. Analyses of data;

- c. Final evaluation report of results; and
- d. Supporting documentation including data sets, administrative data sources, cost information, and other applicable records.

**IV. Success Payments.** During this phase of the PFS process, the intermediary provides government entities with assistance in funding Success Payments, which will compensate investor(s) for the financial investment in PSH Intervention costs, once outcome goals have been met.

- A. Authorize payments to the investor(s) (e.g., financial institution, foundation) once the third-party evaluator verifies that an outcome goal, as established and agreed upon in the PFS Contract, has been met through the agreed-upon validation methodology approved by DOJ and HUD.
- B. Drafting deliverables such as supporting documentation substantiating that Success Payments have or have not been made consistent with the process, payment schedule, calculations, validation methodology, etc., agreed upon by all stakeholders in the PFS Contract.

## **Attachment 2–Basic Work Plans Standards**

A work plan is the awardee's proposed strategy to carry out eligible PFS Demonstration activities. SNAPS must approve work plans before the awardee may begin work under the plan. HUD reserves the right to adjust or clarify the requirements through subsequent written notices to the awardee. Before HUD may approve the awardee's proposed strategy, the awardee must submit a proposed work plan that must contain the key elements listed below:

- A. Basic information, including:**
  - 1. the awardee name;
  - 2. award number;
  - 3. work plan type; and
  - 4. funding source (also known as “project” in the DRGR System).
- B. Work plan number and name, which shall be consistent with HUD's numbering convention.**
- C. The name and contact information (email address and phone number) for the lead person on the work plan.**
- D. The period of performance for the work plan.**
- E. Community stakeholders assisted through the eligible activities funded under the PFS Demonstration.**
- F. Budget:**
  - 1. estimated total budget for the work plan;
  - 2. estimated budget of costs associated with work plan modifications and amendments;
  - 3. estimated total budget for direct labor; and
  - 4. estimated total budget for other work plan costs.
- G. A work plan scope that includes:**
  - 1. A summary of need for the eligible activities to be carried out. The summary should consider the objectives of the PFS Demonstration, as provided in the PFS Demonstration NOFA.
  - 2. A brief description of the proposed eligible activities, including an identification of any proposed assessments, transaction facilitation or support, direct technical assistance, outcome monitoring, and/or subawarded funds, as applicable.
  - 3. For amendments, a proper justification for the amendment. The justification must acknowledge the need for the PFS Demonstration activity still exists. If HUD requested the amendment, the awardee's justification should indicate such.

4. A description of the site or location to be used in carrying out the eligible activity.
5. Meeting space request or approval from HUD, if applicable.
6. A list of tasks associated with the work plan scope. Each task must include:
  - a. An estimated budget and hours by task;
  - b. A period of performance (start and end dates);
  - c. Eligible activities, which must include those activities supported by this Agreement (see Attachment 1);
  - d. HUD-approved labor category/title for all staff, subcontractor, and consultant personnel, and the estimated hours for each;
  - e. Full name of key staff, subcontractor, and consultant personnel, and the estimated hours for each; and
  - f. At least one outcome and at least one output, depending on the work plan type.
7. A list of proposed staff, subcontractor, and consultant personnel assigned to the work plan. The listing must include:
  - a. The name and staff type (labor category or title, whichever matches the awardee's financial system) for each staff, subcontractor, and consultant personnel;
  - b. Estimated hours for each of proposed staff, subcontractor, and consultant;
  - c. Period in which each person will work under the plan (start and end dates); and
  - d. The HUD-approved labor rate for each person assigned to the work plan (DRGR only).
8. A list of other, non-wage/staff costs, including:
  - a. Estimated costs for travel, including number of trips, unit cost by trip, and number of people per trip;
  - b. G&A, overhead, and indirect costs, including the Federally-approved percentages (DRGR only);
  - c. Communication and shipping costs;
  - d. Meeting space or training costs; and
  - e. Any other cost that can be directly charged to the work plan.
9. Each work plan must include milestones:
  - a. A schedule or plan for delivering the assistance, including any milestones, outputs, and outcomes.



- b. A list of any work products that will be produced and/or used in the delivery of the assistance; and a schedule with dates to draft and complete the products.
      - c. A list of planned site visits or meetings with stakeholders, as applicable. In addition, the awardee may capture this requirement within the description of a specific task on the work plan.
- 10. At least one proposed outcome for the overall work plan.
- 11. Consistent with 2 CFR 200.301, identification of at least one goal from the *HUD Strategic Plan 2014-2018*:  
(<http://portal.hud.gov/hudportal/documents/huddoc?id=hudstrategicplan2014-2018.pdf>); and, if applicable, at least one theme from the *Federal Strategic Plan to Prevent and End Homelessness*:  
(<http://portal.hud.gov/hudportal/documents/huddoc?id=hudstrategicplan2014-2018.pdf>).

## **Attachment 3–Record Retention**

### **Financial Records**

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

### **Deposits and Receipts**

1. Monthly Bank Statements and Reconciliations
2. Written Procedures for Spending Funds
3. All Contracts:
  - A. Subcontracts with Other Groups
  - B. Consultant Contracts
  - C. Insurance Policies
  - D. Service/Maintenance Contracts
  - E. Sole Source Contract Justifications
  - F. Construction Contracts
  - G. Bid Documents
  - H. Performance Bonds
  - I. Indirect Cost Documentation
4. Chart of Accounts
5. Ledgers
6. Cash Disbursement Journals
7. Payroll Register for Each Employee
8. Supporting Documentation for All Expenditures:
  - A. Purchase Orders
  - B. Vouchers
  - C. Receipts
  - D. Petty Cash Vouchers
  - E. Deposit Receipt for Petty Cash Reconciliation

**F. Travel Reimbursement (with receipts where applicable)**

**G. Time and Attendance Records**

**H. Price Quotations**

**9. Equipment Inventory Listing**

**Nonprofit Parent or Sponsoring Organization Records**

**Articles of Incorporation:**

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

**Project Records**

- 1. Approved Work Plans**
- 2. Approved Budget Narratives**
- 3. Grant Award Notice**
- 4. Special Conditions**
- 5. Program Modification Requests**
- 6. Budget Modification Requests**
- 7. Award Adjustment Notices**
- 8. Copies of Required Annual Reports (Narrative and Financial)**
- 9. Copy of Closeout Documents (Narrative and Financial)**
- 10. Pertinent Correspondence Related To This Award (incoming and outgoing)**
- 11. Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of Work under the Award**
- 12. Evaluations Conducted As Required By the Award**
- 13. Letters of Appreciation**
- 14. Personnel Folders:**
  - A. Resumes**
  - B. Letters of Employment**

**15. Documentation of Pay Raises**

**16. Meeting space request(s) and HUD approval(s)**

### **Attachment 4–Monthly Billing Requirements**

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

The awardee must bill for costs incurred no later than the last day of the month following the delivery of services, but no later than 90 days following service delivery.

**A. Documentation submitted with monthly payment requests.** The following documentation must accompany any requests for payment from the awardee to SNAPS:

1. The voucher number, cooperative agreement award number, funding source, and work plan number or name. A single voucher may include multiple work plans and multiple projects in certain circumstances (e.g., Outcome Evaluation and Success Payments).
2. Total amount of the payment request for the voucher, and by work plan and award.
3. A description of the actual work performed for costs associated with the payment request, by work plan. HUD has developed a template for uniform collection of this—see the Monthly Activity Summary below, under item number four.
4. An Activity Summary—Subsequent to this Agreement HUD will publish the template a “Monthly Activity Summary” template and processing procedures. The awardee must include the following within the template to reflect actual work performed and actual costs incurred by work plan, project, and award:
  - a. For each work plan for which payment is requested, provide a single paragraph describing the activities to which the payment are attributable.
  - b. Indicate any work products, including in progress, drafted, and final products.
  - c. Identify the entity(ies) assisted, and the location of the assistance.
  - d. List the work plan name, work plan number, work plan approved budget, and the total award amount; the current payment requests by work plan and by award; and the total payment requests to date, by work plan and by award.
  - e. A cumulative amount of funds expended by work plan and by the award.
  - f. The following certification statement:

“I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the cooperative agreement conditions and applicable Regulations. I also certify that all subcontractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit.”

- g. Indicate any accomplishments and barriers to accomplishments.
5. Documentation of actual costs from the awardee’s financial management system, which must support the description of the work performed. The awardee must generate a report(s) from its financial management system supporting and documenting salaries, wages, and payments for each employee, subcontractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting monthly payment requests must include:
- a. The cooperative agreement award number, funding source, and work plan number or name.
  - b. Dates of the activities/actual costs by work plan.
  - c. The name and position/title of each employee, subcontractor personnel, and consultant by work plan; dates with applicable hours worked; the compensation rate attributable to the employee, subcontractor personnel and consultant; and travel costs by each employee, subcontractor personnel, and consultant. Awardees **must not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
  - d. Actual activity, not estimates of activity, of each employee, subcontractor personnel and consultant.
  - e. The Federally-approved indirect cost rate used, and the total indirect costs.
  - f. The approved G&A rate used and the total G&A rate costs, if applicable.
  - g. A cumulative amount of funds expended by work plan and by the award.
  - h. A cover page with the voucher number, cooperative agreement award number, funding source, current and historic cumulative totals by work plan number and by award. Awardees may use the voucher submission page in DRGR as a cover page.
- B. File documentation.** In addition to the applicable record retention items include in Attachment 3 of these provisions or elsewhere in this Agreement, the awardee must maintain, at a minimum, the following documentation in its files and the documentation must be available for HUD review during an on-site monitoring visit, for submission when the SNAPS or the Cooperative Agreement Officer requests specific documentation for remote monitoring purposes, and for submission when SNAPS or the Cooperative Agreement Officer requests specific documentation to assess payment requests from the awardee:

1. Documentation to support salary costs, such as timesheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee would be verifying that the PFS Demonstration activities were performed and that the report is true and accurate.
2. For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject PFS Demonstration activities.
3. Copies of invoices submitted by the subcontractor and the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.
4. For subcontractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject PFS Demonstration activities.
5. Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

## Attachment 5–Instructions for Requesting and Receiving Payments

The awardee of this Agreement must complete and submit to HUD the following documents to initiate requests for payment of actual costs incurred pursuant to this Agreement, and to receive payment from HUD:

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

1. **Direct Deposit Sign-Up Form (SF-1199A).** Use the Direct Deposit Sign-Up Form (SF-1199A) (provided in the A&F documents) to designate a Depository (usually a bank account). The designated depository provides HUD with the necessary authority and instructions to make direct deposits through the Federal Reserve to the designated account. If the awardee is currently receiving other funds from HUD, the bank account designated may be the same account as that designated for other HUD programs. Remember to provide the awardee’s nine digit Tax Identification Number (TIN) (the same number found on box #6 of the Form HUD-1044). The Sign-Up form includes instructions for its preparation. Send the original form with signature via mail (e.g., U.S. Postal Service) to the Cooperative Agreement Officer, and provide a copy of the form via email to [HUDPayforSuccess@hud.gov](mailto:HUDPayforSuccess@hud.gov) and the Cooperative Agreement Officer and SNAPS during technical submission. HUD will process the original form after it is received. The awardee will receive a letter via mail when HUD has established the line of credit.
2. **LOCCS-VRS Access Authorization (HUD–27054).** The awardee’s **authorized representative must designate at least two staff persons authorized to access eLOCCS.** Each authorized staff person must complete an individual security access request form known as the LOCCS VRS Access Authorization Form (provided in the A&F documents). The awardee’s designated persons must request “query” only access, using the form. The completed form must be signed by the organization’s **Chief Executive Officer** or designee and **notarized** prior to submitting it to HUD. The official who signs the Form HUD–27054 is **prohibited from also being included on the Form HUD-27054 as a person authorized to access the eLOCCS.** Instructions for the preparation and submission of the form are included with the form.

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

3. **Access to the DRGR.** In addition to requesting eLOCCS access, access to DRGR is also necessary to request and receive payment from HUD. HUD has initiated access to DRGR for all authorized representatives and points of contact



identified on the SF-424, along with all requests submitted with the A&F documentation. Persons designated as *Grantee Administrators* in the DRGR System may request access for any persons within the awardee's organization, including contractors and consultants. The *Grantee Administrator* must request the *Draw Approval* role in the DRGR System, for any persons who are authorized to approve invoices from subcontractors and consultants, and submit payment requests to HUD on behalf of the organization. Subsequent to executing this Agreement HUD may issue procedures on how to complete the requests in DRGR.

#### **B. Drawdowns.**

1. **Standard Voucher (Form HUD-27053).** Awardees can prepare the Standard Voucher Form (available on HUD's website under Forms) with the billing documentation, when entering the payment requests into DRGR. In lieu of using the submission screen in DRGR, the Form may serve as a cover page per the billing documentation that is submitted with each voucher. Maintain the original Form HUD-27053 with the award files for auditing purposes. SNAPS or the Cooperative Agreement Officer may amend this arrangement during the course of this award. If any changes are made to this arrangement the awardee will be notified of the changes in writing.
2. **Drawdown in DRGR.** Subsequent to executing this Agreement HUD may issue procedures on how to complete requests for payment using the drawdown functions in DRGR.

#### **C. SNAPS approval.**

SNAPS will review the Form HUD-27053 (Standard Voucher Requests) and the required billing documentation submitted with the payment request in the DRGR System. SNAPS or the Cooperative Agreement Officer may seek input from other HUD staff with knowledge of the work completed. If there are concerns with the payment request, SNAPS or the Cooperative Agreement Officer will contact the awardee to address the concerns. If the concerns cannot be satisfactorily resolved, SNAPS or the Cooperative Agreement Officer may take steps to limit access to funds.

## Attachment 6–Property Statement

Cooperative Agreement Number	
Organization Name	

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

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

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

3. Was <u>expendable personal property</u> with an aggregate value of over \$5000 (for State and local Governments) or \$1,000 (for non-profit organizations) acquired?	<input type="checkbox"/> Yes <input type="checkbox"/> No (skip to Part II)
3a. If yes, refer to your agreement and request disposition forms from your GTR.	

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

<b>Date Purchased</b>				
<b>Description</b>				
<b>Serial Number</b>				
<b>Unit Cost</b>				
<b>% HUD funds</b>				
<b>Location Address</b>				
<b>Condition</b>				
<b>Service Contracts</b>				
<b>Inventory Reconciled</b>				

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 Authorized Official Name

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 Authorized Official Title

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 Date

## Attachment 7–Inventions, Patents and Copyrights Statement

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

The form is available on HUD's website at:

[http://hudatwork.hud.gov/HUD/cpo/doc/hud770\\_31930.pdf](http://hudatwork.hud.gov/HUD/cpo/doc/hud770_31930.pdf). If inventions or patents are identified on the form, a set of standard data elements to be reported have been published in the Federal Register at Vol. 73, No. 197/Thursday, October 9, 2008. These data elements can be found at [http://www.whitehouse.gov/omb/grants/grants\\_docs.html](http://www.whitehouse.gov/omb/grants/grants_docs.html). If inventions or patents are being reported, please provide the applicable data from the OMB standard elements.

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

### 1. Inventions and/or Patents

Name of Inventor	Title of Invention/Patent	Date Patent Applied For
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.

### 2. Copyrights

Name of Author	Title of Item	Date Copyrights Applied
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.
Enter text.	Enter text.	Enter a date.

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Authorized Official Name

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Authorized Official Title

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Date

### Attachment 8--Closeout Certification

<b>Cooperative Agreement Number</b>	
<b>Organization Name</b>	

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

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

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Authorized Official Title

\_\_\_\_\_  
Date

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

## **Attachment 9–Approval of Meeting Space for In-Person Events**

HUD will issue requirements and procedures for the collection and processing of information for in-person events subsequent to executing this Agreement. HUD will publish the requirements and procedures subsequent to this Agreement