



**U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes**



**Healthy Homes Production Grant Program Fiscal
Year 2024 - Terms and Conditions**

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I GENERAL

1. Introduction

- 1.1. This instrument is governed by 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” which is now called the Office of Management and Budget (OMB) Guidance for Federal Financial Assistance. The OMB Guidance for Federal Financial Assistance streamlines and consolidates government requirements for receiving and using Federal awards to reduce administrative burden and improve outcomes. On April 30, 2024, the OMB made major changes and updates to the OMB Guidance for Federal Financial Assistance. The effective date for the final guidance is October 1, 2024.
- 1.2. Recipients must review their official award document for additional administrative and programmatic requirements.
 - a. Assistance Award/Amendment – Form HUD-1044 – The form shall be used by HUD and the recipient to execute the agreement; it shall also be used for changes in key personnel, the award amount, the primary contact/recipient of the quarterly assessment report, terms and conditions, and other identifying information.
 - b. A copy of the governing body's authorization of an individual to sign the application for assistance and the Assistance Award as the Authorized Representative must be on file in the recipient's office.
- 1.3. The Grantee and any subrecipients must comply with the applicable terms and conditions outlined below. Also, the Grantee must comply with the separate Office of Lead Hazard Control and Healthy Homes (OLHCHH) Grant Program Policy Guidance applicable to its program and grant, found on the Office's website, www.hud.gov/healthyhomes (specifically, as of the publication of this document, on the Grant Program Policy Guidance page, https://www.hud.gov/program_offices/healthy_homes/lbp/pg).
- 1.4. By acceptance of the grant award, each recipient (Grantee) agrees to comply with these requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions outlined in 2 CFR§200.339 and 200.340.

2. Overview of Award Implementation

- 2.1. This instrument reflects the acceptance by HUD of the proposed budget, key personnel and partners, and primary conditions of the applicant's awarded proposal, or any subsequent revision, submitted in response to the Notice of Funding Opportunity (NOFO) for the Department of Housing and Urban Development, OLHCHH Grant Programs for the NOFO indicated on the HUD-1044 cover page. A final budget, work plan, and benchmarks will be developed, accepted, and incorporated with the HUD-1044 within 60 days of the award notice. As a condition of this grant award, the Grantee and subrecipients, as applicable, agree to submit the following documents:
 - a. A final negotiated work plan, with deliverables/outcomes measures, prioritization plan, targeted areas of program implementation; and

- b. Policies and procedures for how the grant will be administered in the community. Submit the documents listed via the Healthy Homes Grant Management System (HHGMS) within 60 calendar days of the Period of Performance start date (located on form HUD-1044).

2.2. These revisions will update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan, benchmarks, and budget. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as modifications considered rehabilitation or repair, will not be allowed to draw down funds before the determination by the appropriate HUD Environmental Officer that the environmental review for the work is satisfactory and HUD approval of working on the property, or the Grantee's receipt of an approved Request for Release of Funds and Certification, as prescribed within section II.42 of this agreement. See OLHCHH Policy Guidance 2008-03 for further details.

NOTE: If the successful applicant does not provide documents in section 2.1 that are satisfactory to the Grants Officer (GO) in a timely manner, including not addressing problems identified, the grant may be terminated based on failure to successfully conclude negotiations or to provide HUD with the requested information, according to the NOFO for which the Grantee applied.

3. Definitions

The following terms and definitions are in accordance with 2 CFR Part 200 and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, and applicable Notices of Funding Opportunity.

- 3.1. **Allocable Costs** - Defined in 2 CFR §200.405, are costs that are assignable to a particular Federal award or cost objective if the goods or services involved are chargeable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
 - a. Is incurred specifically for the Federal award;
 - b. Benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and
 - c. Is necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in 2 CFR Part 200, subpart E – Cost Principles.
- 3.2. All activities that benefit from the Grantee's indirect costs, including unallowable activities and services donated by the Grantee or to the Grantee by third parties, will receive an appropriate allocation of indirect costs.
- 3.3. Any cost allocable to a Federal award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms and conditions of the Federal awards, or for other reasons.
- 3.4. **Allowable Costs** - Defined in 2 CFR §200.403, are those costs that are:
 - a. Necessary and reasonable for the performance of the Federal award and are allocable to the Federal award;

- b. Conform to any limitations or exclusions set forth herein, in the NOFO, or in the Federal award as to types or amount of cost items;
- c. Consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the non-Federal entity;
- d. Accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- e. Determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR Part 200;
- f. Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
- g. Adequately documented. See also §§200.300 through 200.309 of 2 CFR 200; and
- h. Incurred during the approved budget period.

- 3.5. **Approving Official (also known as “Coordinator/COR”)** - A Secure Systems administrator who manages the organization's “Users” in Secure Systems. Responsibilities include assigning Secure Systems LOCCS roles to themselves and “Users.” Approving Officials will use eLOCCS to re-certify their staff every 3 months, therefore, Approving Officials will also need to register for an ID in Secure Systems like the “Users.” For more information, visit [eLOCCS Access Guidelines for Business Partners](#).
- 3.6. **Assistance Award/Amendment- Form HUD-1044** - The HUD-1044 is used by HUD and the recipient to execute the agreement; it is also used for changes in key personnel, the award amount, the primary contact/recipient of the quarterly assessment report, terms and conditions, and other identifying information.
- 3.7. **Authorized Representative or Official (AR)** - The official at the operational level who has the responsibility for the full measure of the mission and the authority to obligate funds to support the grant from the Grantee.
- 3.8. **Certifying Officer** - The “responsible Federal official” as that term is used in section 102 of the National Environmental Policy Act (NEPA) and in statutory provisions cited in 24 CFR §58.1(b), and as defined at 24 CFR §58.2(a)(2). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR Parts 1500 through 1508, and 24 CFR Part 58, including the related Federal authorities listed in 24 CFR §58.5. The Certifying Officer must also:
- a. Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
 - b. Ensure that the responsible entity reviews and comments on all environmental impact statements prepared for Federal projects that may have an impact on the recipient's program.
- 3.9. **Contract** - Defined in 2 CFR §200.1, is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.
- 3.10. **Contractor** - An entity that receives a contract as defined in 2 CFR §200.1.

3.11. **Direct Costs** - Described in 2 CFR §200.413, are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are:

- a. Compensation of employees for the time devoted and identified specifically to the performance of those awards;
- b. Cost of materials acquired, consumed, or expended specifically for the awards;
- c. Equipment and other approved capital expenditures; and
- d. Travel expenses incurred specifically to carry out the award.

Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. Refer to the Notice of Funding Availability (NOFO) for specific information regarding what constitutes direct costs for your program and any applicable programmatic requirements to which a Grantee must adhere.

3.12. **Disallowed Costs** - Those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions contained in the award.

3.13. **Equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. Examples include X-ray fluorescence (XRF) machines, office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

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

3.15. **Grant Award (Federal Award)** - A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

- a. Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see [31 U.S.C. 6101\(3\)](#)); and not to acquire property or services for the [Federal awarding agency](#) or [pass-through entity's](#) direct benefit or use;
- b. Is distinguished from a [cooperative agreement](#) in that it does not provide for substantial involvement of the [Federal awarding agency](#) in carrying out the activity contemplated by the [Federal award](#).
- c. Does not include an agreement that provides only:
 - a. Direct United [States](#) Government cash assistance to an individual;

- b. A subsidy;
- c. A [loan](#);
- d. A [loan](#) guarantee; or
- e. Insurance.

HUD grant agreements consist of the HUD-1044, Terms and Conditions, and any special award conditions.

- 3.16. **Grantee (or Recipient)** - A non-Federal entity that receive a Federal award directly from the Federal awarding agency. The term Grantee does not include subrecipients or individuals that are beneficiaries of the award.
- 3.17. **Grants Officer (GO)** - The official authorized by HUD to execute and/or administer the grant.
- 3.18. **Guidelines** - Definitions, standards, and information contained in the latest edition of the “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.” The Guidelines are incorporated by reference into the grant. See https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines.
- 3.19. **Healthy Homes Grant Management System (HGGMS)** - The OLHCHH online data management system that allows the processing of administrative and technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grants Officer.
- 3.20. **HUD** - The U.S. Department of Housing and Urban Development.
- 3.21. **High Risk Designation** - The designation of the Grantee that may be given by HUD to indicate that HUD will be conducting heightened monitoring of the Grantee’s performance as a result of unsatisfactory performance or when a Grantee has not complied with Federal statutes, regulations, including 2 CFR Part 200, or 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. The “high-risk” designation will stay in place until the corrective actions specified by HUD in the High-Risk Designation Amendment have been addressed to HUD’s satisfaction. If the corrective actions are not addressed within the time frame specified, HUD may pursue sanctions as defined in section II.44 or Suspension and Termination as described in section II.47.
- 3.22. **Indian Health Service** - An agency within the U.S. Department of Health and Human Services that is responsible for providing Federal health services to American Indians and Alaska Natives. The principal Federal health care provider and health advocate for Indian people and provides a comprehensive health service delivery system for American Indians and Alaska Natives.
- 3.23. **Indirect Costs** - Those costs that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for

the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are generally charged to Federal awards through the development and application of an indirect cost rate (ICR).

Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX of 2 CFR Part 200 as follows:

- a. Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
- b. Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
- c. Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans
- d. Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
- e. Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals
- f. Appendix IX to Part 200 - Hospital Cost Principles

3.24. **Line of Credit Control System (LOCCS)** - HUD's primary grant and subsidy disbursement system that handles disbursement and cash management for most HUD grant programs. Organizations and individuals have access to these grants through an internet version of LOCCS called eLOCCS, where Grantees (Business Partners) with appropriate authorization can access, manage, and drawdown against their HUD grant portfolios. For more information, visit [eLOCCS Access Guidelines for Business Partners](#).

3.25. **Leverage** - The non-match resources provided by the Grantee program requirement to help make a grant fully operational.

The OLVCHH requires an applicant to leverage resources through cost sharing or matching as described below. **Permissible Leverage Contributions** include:

1. Any state or local government sources, e.g. CDBG funds (which are statutorily considered state/local funds), and any private contributions, foundations, etc. may be used as leverage providing the funds are designated to complete the specific activities and/or allowable costs identified in the NOFO. Federal sources (e.g. HOME or Weatherization Assistance Program funds) are not allowable sources of leverage. **Leverage funds must be used only for carrying out eligible activities in the NOFO.**
2. Documentation of Contributions from Property Owners: For the share of hazard remediation costs contributed by a homeowner or landlord, detailed documentation of the cost incurred by the homeowner or landlord will be necessary during the period of performance of the grant. Owner contributions are limited to what can be supported and verified by a third party, such as materials paid for and provided by the owner or labor that the owner paid and can document with receipts/records. Labor contributed by the owner must be verified by a third party and valued at market rates.
3. Donations: The value of items, such as paint and other materials or equipment that are used for hazard remediation, must be established at market rates.
4. For services or products provided at a discount rate, the discounted part of the fee or price is the eligible leverage source, not the entire value of the services or products. For example, if a supply company provides a product to the contractor at a lower rate, the difference in the cost of the product the supplier would typically charge and the discounted rate is a leverage if otherwise eligible.

5. Third Party In-Kind Contributions: Services of employees, etc. See 2 CFR 200.306 for additional information on third party in-kind contributions. The Grantee is responsible for providing the total amount of the leverage dollars of proposed contributions from the property owners if these contributions are not met. Such funds may not come from other OLHCHH funds and must conform to the limitations on use of Federal funds for leverage fund purposes.

- 3.26. **Modified Total Direct Cost (MTDC)** - All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward more than \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs (2 CFR §200.1).
- 3.27. **Must (or Shall)** - A mandatory requirement of the Terms and Conditions in association with the HUD-1044 for the grant.
- 3.28. **Notice of Funding Opportunity (NOFO)** - The announcement of the availability of funding for an award.
- 3.29. **Non-Federal Entity** - A state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out an OLHCHH award as a Grantee or subrecipient.
- 3.30. **OLHCHH** - The U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes.
- 3.31. **Partner** - Identified as a subgrantee or contractor that has an arrangement in which skills, services, or resources are shared in accordance with the partnership agreement to meet the goals of the grant.
- 3.32. **Pass-Through Entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- 3.33. **Period of Performance (POP)** - The total estimated time interval between the start of an OLHCHH award and the planned end date, which may include one or more funded portions, or budget periods.
- 3.34. **Publication** includes:
- a. Any document containing information for public consumption; or
 - b. The act of or any act which may result in disclosing information to the public.
- 3.35. **Responsible Entity** means:
- (i) With respect to environmental responsibilities under programs listed in §58.1(b)(1), (2), (3)(i), (4), and (5), a recipient under the program.
 - 3.36. (ii) With respect to environmental responsibilities under the programs listed in §58.1(b)(3)(ii) and (6) through (12), a state, unit of general local government, Indian tribe or Alaska native village, or the Department of Hawaiian Homelands, when it is the recipient under the program. **Nonrecipient** responsible entities are designated as follows:

- (A) For qualified housing finance agencies, the state or a unit of general local government, Indian tribe or Alaska native village whose jurisdiction contains the project site;
- (B) For public housing agencies, the unit of general local government within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state;
- (C) For nonprofit organizations and other entities, the unit of general local government, Indian tribe or Alaska native village within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state.

3.36 **Should** - The best practices or recommended approach of the terms and conditions in association with the HUD-1044 for the grant.

3.37 **Standard Form-424 (SF-424)** – The application for Federal assistance programs required by discretionary grant/cooperative agreement programs.

3.38 **Subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

3.39 **Subrecipient or Subgrantee** - An entity, usually but not limited to a non-Federal entity, that receives a subaward from a pass-through entity to carry out part of a Federal award but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

3.40 **System for Award Management (SAM)** – An official website of the U.S. government. Each applicant for a HUD award must register in SAM prior to submission of an application. To continue to be eligible for an award, recipients must maintain an active registration throughout the life of the award. (2 CFR 25.200 and 2 CFR Part 25, Appendix A).

- a. This includes information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years.
- b. The subrecipients must obtain a Unique Entity Identifier (UEI) but do not need to obtain an active SMA registration.
- c. Both the registration and information must be kept up to date throughout the period of performance and until the recipient submits either a final financial report or received the final payment, whichever is later.

3.41 **Third-party In-kind Contributions** - The value of non-cash contributions (i.e., property or services) that:

- a. Benefit a Federally-assisted project or program; and
- b. Contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Third-party in-kind contributions may be a source of match funds.

3.42 **Tribally Designated Housing Entity (TDHE)** - The meaning as defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. §4101 et seq.) (NAHASDA), specifically, at 25 U.S.C. §4103(22).

3.43 **Tribal Housing** - Housing owned by a person who is an “Indian,” as that term is defined by HUD in its definitions for its regulations on loan guarantees for Indian housing (24 CFR 1005.103), namely, any person recognized as being Indian or Alaska Native by an Indian tribe, the Federal Government, or any state, and includes the term “Native American.”

4. Federal Funding Accountability and Transparency Act (FFATA)

4.1. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires disclosure of all entities and organizations receiving Federal funds through a single publicly accessible website, USASpending.gov, which includes information on each Federal financial assistance award and contract over \$30,000, including such information as:

- a. The name of the entity receiving the award
- b. The amount of the award
- c. Information on the award including transaction type, funding agency, etc.
- d. The location of the entity receiving the award
- e. A unique identifier of the entity receiving the award
- f. Names and compensation of highly compensated officers (as applicable)

4.2. Grantee Reporting - Grantees are required to report subawards on the Federal Subaward Reporting System (FSRS) website www.FSRS.gov.

4.3. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the award and subawards, where both the initial award is \$30,000 or greater or the cumulative award will be \$30,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of the award and subaward information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy Guidance. The prime awardee will have until the end of the month plus one additional month after a subaward is obligated to fulfill the reporting requirement. For more information on FFATA Reporting visit FSRS, USASpending.gov and HUD's Grant Information webpage.

5. English Language

The English language will be used in the Terms and Conditions as defined in 2 CFR §200.111:

5.1. All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

5.2. Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees, who are working on the

Federal award, are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

6. Code of Conduct

- 6.1. Code of Conduct for OLHCHH Grant Programs - All OLHCHH Grantees, except states, and all subrecipients under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meet all requirements in 2 CFR §200.318(c) regarding conflicts of interest. Each applicant selected for an award (other than a state) must ensure an up-to-date copy of the organization's code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in HUD's Code of Conduct E-library. Applicants can check the code of conduct list at [Code of Conduct for HUD Programs](#) to confirm if HUD has determined their code of conduct complies with 2 CFR §200.318(c)(1). HUD does not collect or review state codes of conduct for compliance with 2 CFR §200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from its non-Federal funds, as provided in 2 CFR §200.317.
- 6.2. Conflict of Interest (COI) - As defined by 2 CFR §200.112, means the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.
- 6.3. Other Conflicts of Interest - In all cases not governed by 2 CFR §200.317 and §200.318(c), all recipients and subrecipients must comply with the conflict-of-interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict-of-interest requirements apply in all cases not governed by 2 CFR §200.317 and §200.318(c):
 - a. General prohibition - No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom the individual has immediate family or business ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a step-sibling), grandparent, grandchild, and in-laws of a covered person.
 - b. Exceptions - HUD may grant an exception to the general prohibition in paragraph I.6.3.a, upon the recipient's written request and satisfaction of the threshold requirements in paragraph I.6.3.c, if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph I.6.3.d.
 - c. Threshold Requirements for Exceptions - HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
- d. Factors to Be Considered for Exceptions - In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph I.6.3.c, HUD will consider the cumulative effect of the following factors, where applicable:
- (i) Whether the exception would provide a significant cost-benefit or an essential degree of expertise to the program or project that would otherwise not be available.
 - (ii) Whether an opportunity was provided for open competitive bidding or negotiation.
 - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
 - (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
 - (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph I.6.3.a.
 - (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (vii) Any other relevant considerations.

Important: Recipients must disclose in writing any potential conflict of interest to HUD promptly upon discovery.

7. Determining Subrecipient or Contractor Classification

Determining subrecipient or contractor classification as defined by 2 CFR §200.331 means the non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. Please note that a non-Federal entity partner to the prime recipient cannot operate as both a contractor and a subrecipient on the same award.

8. Procurement Standards

Procurement refers to the process of selecting contracts and establishing price and terms to acquire goods and services. Recipients must follow the procurement standards articulated in 2 CFR 200.

- 8.1. States must follow the same policies and procedures it uses for procurements from its non-Federal funds. States must comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327.
- 8.2. All other non-Federal entities, including subrecipients of a state, must follow the procurement standards in §§200.318 through 200.327.

- a. As required by §200.327, and Appendix II of Part 200 which the section cites, and which cites Executive Order 11246, “Equal Employment Opportunity,” recipients performing or having subrecipients or contractors at any tier perform, Federally assisted construction contracts (i.e., including work that includes rehabilitation or repair of buildings, or improvements to real property, and supervision, inspection, and other onsite functions incidental to the actual construction) under their award shall comply, in implementing their agreement, with, in the Department of Labor’s equal employment opportunity regulations at 41 CFR section 60-1.4, Equal Opportunity Clause, subsections (b) through (e) (with definitions in section 60-1.3), and excepting such contracts up to \$10,000 (as per section 60-4.1), with section 60-4.2, Solicitations.

Please see [Policy Guidance Number-2017-04](#) for additional guidance.

9. Build America, Buy America (BABA) Act.

Grantees must comply with the Build America, Buy America (BABA) Act procurement requirements. See: [PGI_2024-01.OLHCHH_BABA_Guidance.pdf](#) and [hudexchange.info/programs/baba/](#)

10. Davis Bacon Wage Rates.

The Davis-Bacon wage rates are not applicable to these programs. However, if you use grant funds in conjunction with other federal programs, Davis Bacon requirements may apply to this program and the extent required under the other federal programs.

11. Waste, Fraud, Abuse and Whistleblower Protections. HUD and its grantees and contractors are required to comply with the provisions of 41 U.S.C. § 4712, which protects employees of HUD contractors, subcontractors, grantees, subgrantees, personal services contractors and certain program participants from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants.

Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to the HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form (Hotline Form | Office of Inspector General, Department of Housing and Urban Development ([hudoig.gov](#))). (also see [HUD Whistleblower \(hudoig.gov\)](#))

Grantees must comply with 41 U.S.C. § 4712, which includes informing their employees in writing of their rights and remedies, in the predominant native language of the workforce.

Federal Procurements entered into after July 1, 2013, are required to include Federal Acquisition Regulation (FA R) clause 52.203-17 if they are above the simplified acquisition threshold. This clause requires contractors to inform their employees of their whistleblower rights and protections in writing.

II. PROGRAM REQUIREMENTS

1. Administrative Costs

LBPHC, LHRD, and other grants awarded under section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing Community Development Act of 1992, Public Law 102-550): Administrative costs may not exceed 10 percent of the Federal lead grant award. For grants awarded under section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, administrative costs are defined as overhead costs and costs of general management, oversight, and coordination. Administrative costs include all allowable and allocable direct administrative costs (costs for the general management, oversight, and coordination of the grant – i.e., program administration and indirect (F&A) cost (defined in 2 CFR §200.414)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Part 3 Financial Reporting (Administrative Cost Summary).

Notwithstanding any administrative cost limits provided in a statute, regulation, or the applicable NOFO, an indirect cost rate that is no greater than the approved rate negotiated with the applicant's Federal cognizant agency for indirect costs shall be used.

See [Policy Guidance Number 2015-01](#).

2. Administrative Requirements

For all Grantees, awards will be governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and these grant provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

- 3.1. Advance payments by the Treasury electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the GO.
- 3.2. In accordance with 2 CFR §200.305, "Federal payment," to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
 - a. The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest over \$500 per year on Federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest-bearing accounts.
- 3.3. Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements or fail to provide any required progress report on time, the authorization for advance one-time payment may be revoked. The Grantee may then be required to finance the project with its working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

4. Cost Reimbursement

This is a cost-reimbursement award. Except as described in section II.3, “Advance Payment by Treasury Check or Electronic Funds Transfer,” the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs over the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which is determined by the GTR/GO to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by 2 CFR Part 200 subpart E.

5. Amendments

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

See [OLHCHH Policy Guidance 2013-03](#).

6. Amount of Cost Share (Estimated Cost and Payment – Matching)

- 6.1. The estimated cost for the performance of this grant is the “Total Instrument Amount” on the HUD-1044, Assistance Award/Amendment. The Grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this grant. HUD shall not reimburse the Grantee more than the “Total HUD Amount” on the HUD-1044.
- 6.2. The proposed match contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear, without reimbursement by HUD, the “Recipient Amount” of the total costs. The Grantee is not obligated to contribute more than the “Recipient Amount.” However, the Grantee shall be solely responsible for any costs over the estimated cost of the “Total Instrument Amount.” The Grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on each quarterly SF-425 submission and on the final SF-425. The Grantee shall also include the eligible match on the Part 3 form - Financial Reporting (Match Commitment Summary).
- 6.3. For verification of the eligible match source(s) and verification of the match for eligible program activities, the Grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following:
 - a. Name of the match source
 - b. Amount of the match
 - c. Type of match (cash or in-kind)
 - d. Description and purpose of eligible program activities performed because of the receipt of the match
 - e. Documentation to substantiate the match from the matching organization/entity
- 6.4. The cash contributions match from the matching organization shall be verified by:
 - a. General ledger entries
 - b. Expenditure reports
 - c. Invoices
 - d. Signed contracts/agreement
 - e. Timesheets
 - f. Activity report, etc.
- 6.5. The in-kind match (including third part contributions) from the matching organization shall be verified by:
 - a. Identification of donated equipment, supplies, volunteers’ services, etc.
 - b. Fair market determination
 - c. Invoices
 - d. Timesheets and/or activity reports
- 6.6. The Grantee must satisfy all statutory matching requirements in the NOFO. If the Grantee's actual matching contribution is less than the “Recipient Amount” on the HUD-1044, the

Government reserves the right to negotiate new line items and/or amounts to satisfy the match requirement, or to reduce the Government's share proportionally, or to require the Grantee to reimburse the Government from non-Federal funds the amount of eligible match not met. The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the Grantee has a request to reduce the match, the Grantee shall provide a justification letter signed by the Authorized Representative, a revised SF-424, a revised HUD-424 CBW, and a revised budget narrative.

7. Budget

- 7.1. The Grantee shall incur eligible costs in conformance with the final negotiated budget. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.
- 7.2. The signed SF-425 Financial Status Report shall be submitted quarterly to the GTR via the HHGMS reporting system by attaching the report to the corresponding quarterly report as specified in section II.40, Project Management. A Final Report (along with a final SF-425) is due no later than 120 days after the end of the period of performance. See section II.10, Closeout, regarding the holdback of 5% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal and the match amounts).

8. Certifications and Assurances

- 8.1. The certifications and assurances submitted in the Grantee's application are incorporated into this award document. These include, but are not limited to:
 - a. Standard Form 424 (SF-424), Application for Federal Assistance
 - b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
 - c. Applicant/Recipient Disclosure Update Report (HUD-2880)
 - d. Certification of Consistency with the Consolidated Plan (HUD-2991)

9. Prior Approval Requirements (Changes to Award Agreement)

- 9.1. In accordance with 2 CFR §200.308, as applicable, Grantees/recipients and subgrantees must obtain prior approval from HUD whenever any changes are anticipated to include the following:
 - a. Purchase of equipment over \$5,000.
 - b. Any revision of the scope or objectives of the project (e.g., change in the target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks, numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained) regardless of whether there is an associated budget revision.
 - c. Request to extend the period of performance/availability of funds.
 - d. Any revisions to the budget must be approved by the GTR. Budget revisions that are 10% or more of the total budget as last approved by HUD must be approved by the GO in the concurrence with the GTR.
 - e. Changes in the approved cost-sharing or matching provided by the Grantee.
 - f. Changes in key personnel as specified in an application or a grant award.

- g. Contracting out, sub-granting (if authorized by law), or otherwise obtaining the third party (e.g., vendors) to perform activities that are central to the purposes of the award.
- h. Any international travel that is required to meet the goals and objectives of the grant.
- i. The transferring of a grant to another entity/organization. This requires notifying the GTR for involvement in the transferring process. The Grantee must submit a request to the GTR. The GO upon approval will issue an amended HUD-1044. Failure to receive written approval may result in sanctions, suspension, or termination of the grant. See sections II.44 and 47, Sanctions and Suspension and Termination.

See [OLHCHH Policy Guidance 2013-03](#)

10. Closeout

10.1. The Grantee shall provide the closeout documentation to the GTR within 120 days after the end of the performance period, consisting of the following elements:

- a. The Final Report should detail the progress made in achieving the purpose of the grant or cooperative agreement and adequate documentation of the total funds expended in support of the activities to achieve this purpose.
- b. The final breakdown and justification of budget categories including direct costs, administrative costs, match/cost-share, and indirect cost rate, if applicable.
- c. The Final Part 3 Report from HHGMS online quarterly reporting system.
- d. The Final Federal Financial Status Report (SF-425)
- e. The final invoice for incurred expenses (all budget expenses reported in the SF-425, LOCCS, and placed HHGMS must match before the grant can be closed out).
- f. The final quarterly reporting into the HHGMS on-line quarterly reporting system (only if additional housing units were completed and cleared during the closeout period).
- g. Signed statement by the Authorized Official that the HHGMS award page reflects all fiscal draws, balances, administrative burden, and benchmark counts that are claimed in the Final Report submitted, including confirmation if match commitment was met by listing the source and amount.

10.2. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and U.S.C. §1701u ensure that employment and other economic opportunities generated by the Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at [24 CFR part 75](#). The Grantee must report its Section 3 activities within the HHGMS. More information can be found on [HUD's website](#).

10.3. HUD reserves the right to withhold five percent (5%) of the Federal award amount pending the receipt and approval of the Final Report (with supporting documentation).

10.4. HUD will notify the Grantee in writing when the grant is closed. After the grant is closed, the Grantee must comply with 2 CFR §200.345 Post-closeout adjustments and continuing responsibilities. The Grantee has the following areas of continuing responsibility after closeout of award:

- a. Records and materials must be kept in a safe place and be accessible to HUD, auditors, and other government officials for at least 3 years from the date of submission of the final

expenditure report. This requirement also extends to all sub-grants/subawards and subcontracts the Grantee has executed for over \$10,000.

- b. Accountability for property continues if the Grantee holds the property, or for the period established by the award document. Disposal of property must be in accordance with 2 CFR §§200.310 - 200.316. See section 39, Program income, regarding the use of those funds.
- c. The Grantee must return any funds due to HUD as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- d. The Grantee must comply with 2 CFR Part 200 subpart F - Audit Requirements.
- e. The Grantee must notify the GTR and GO if at any time during the three years after the period of performance, the Grantee's organization is discontinued or changes location. The GTR and GO shall be notified immediately of the new address or the address of the party retaining all records.

See [OLHCHH Policy Guidance 2020-06](#)

11. Conduct of Work

- 11.1. During the period of performance of this grant, the GTR shall be responsible for monitoring the technical effort of the Grantee. The Grantee must allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote and on-site monitoring within a reasonable timeframe (determined by the GTR or GO) may result in "high risk" designation or suspension, or termination of the grant. See section II.47 "Suspension, and Termination."
- 11.2. The Grantee or subgrantee shall not engage in any unethical activities during the grant period of performance. If HUD decides that the Grantee or subgrantee has engaged in unethical activities, the Grantee or subgrantee will be subject to "high risk" designation or suspension until the activities have ceased and assurance acceptable to HUD is given that no further activities will occur. HUD may also take enforcement action under 2 CFR §200.339.
- 11.3. Mandatory Disclosure Requirements - The Grantee and subgrantee must promptly disclose in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make disclosures can result in any of the remedies described in 2 CFR §200.339. Actions taken are subject to section II.47 "Suspension and Termination."

12. Collection of Data

- 12.1. The collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained before the use of the survey instrument. Also, the approval time may considerably lengthen the time required for the completion of the proposed project. The Grantee should consider requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):
 - a. The Grantee is conducting the collection of information at the specific request of HUD;
 - or

- b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. If the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

12.2. The Grantee shall cooperate fully with any research or evaluation sponsored by HUD, or another government agency associated with this grant program, including preservation of project data and records, and compiling requested information in formats provided by the researchers, evaluators, or HUD. This also may include the compiling of certain and relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found [at https://www.hhs.gov/hipaa/index.html](https://www.hhs.gov/hipaa/index.html)

13.Contact Information Updates

13.1. The Grantee must inform the GTR within 30 days of any changes in contact information, including the organization’s name, address, telephone number, e-mail address, and key personnel or Authorized Official change.

14.Copyrights

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

14.2. Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All products of work that will be posted on HUD’s website must meet [HUD’s Web Publication Standards and Procedures.](#)

15.Direct Costs

15.1. Direct costs as defined in 2 CFR §200.413 and these terms and conditions are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

15.2. OLHCHH Policy Guidance, “PGI-2015-01-Clarification of Costs for LHRD and LBPHC Grant Programs” clarifies program costs, administrative costs, direct costs, and indirect costs for Lead-Based Paint Hazard Control (LBPHC) grants, Lead Hazard Reduction Demonstration (LHRD) grants, and Healthy Homes Production (HHP), Healthy Homes and Weatherization Cooperation Demonstration (HHWCD), Older Adult Home Modification Program (OAHMP), and Radon Testing and Mitigation in Public Housing (RTMPH).

16.Disputes

16.1. During the performance of the grant, disputes may arise between the Grantee and the GTR, or between the Grantee and the GO. If a dispute with the GTR arises, the Grantee may solicit

the assistance of the GO in resolving the dispute, and/or may appeal the determination by the GTR to the GO.

16.2. If a dispute with the GO arises, or if the Grantee has appealed a decision by the GTR to the GO, the GO shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.

16.3. If the Grantee disagrees with the final decision by the GO, the Grantee may appeal the decision to the Director, Grants Services Division, OLHCHH. If the Grantee disagrees with the appellate decision of the Director, Grants Services Division, the Grantee may appeal to the Deputy Director, OLHCHH. If the Grantee disagrees with the appellate decision of the Deputy Director, the Grantee may appeal to the Director, OLHCHH for a final decision.

17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

17.1. The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not-to-exceed the “Total HUD Amount” on the HUD-1044.

17.2. Line of Credit Control System (LOCCS) is HUD’s primary grant disbursement system. Grant disbursements are facilitated via the Internet through the eLOCCS system. Grantees (Approving Officials and Users) are required to gain access to Secure Systems prior to accessing eLOCCS since it serves as an internet gateway between the public and the internal eLOCCS application.

17.3. It is imperative that Grantees thoroughly review [eLOCCS Access Guidelines for Business Partners](#) to obtain all the information needed to obtain a Secure Systems user identification (user ID) and complete the eLOCCS registration process.

17.4. Access of authorized personnel to the eLOCCS system is for official use only and that the system user ID issued and the subsequent created password by the authorized personnel are to be used solely in connection with the performance of their official responsibilities as a Grantee and may not be used for personal or private gain. eLOCCS Users shall not share Secure Systems user IDs or passwords. If user IDs or passwords are found to be shared, access will be terminated. See [Information Technology Security Policy: HUD Handbook 2400.25 REV.5.0.](#)

17.5. The Grantees (all new or reinstated user who need to access eLOCCS) will need to complete the LOCCS HUD-27054E form. The grantee must email (Encrypted) the notarized HUD-27054E LOCCS Access Authorization Form to the OLHCHH_Granttee_eLOCCS@hud.gov mailbox and Grant Officer.

17.6. The Grant Officer must review the form and validate that the Grantee is the correct official accessing the grant, and program area request(s) are accurate. The Grant Officer signs and dates the HUD-27054E LOCCS Access Authorization Form acknowledging the review and authorization. The grantee must email (Encrypted) the notarized HUD-27054E LOCCS Access Authorization Form to the OLHCHH_Granttee_eLOCCS@hud.gov mailbox and Grant Officer for review. Before receiving funds from HUD, the Grantee must also designate a financial institution for HUD to make direct deposit payments through the ACH system. The Grantee must fill out the SF-1199a and email the completed form to your assigned Grant Officer. Please include your grant number and your organization’s legal name in the subject line of all emails to your Grant Officer, Government Technical Representative and OLHCHH_Granttee_eLOCCS@hud.gov.

17.7. Financial Institution Establishment and Direct Deposit – Before receiving funds from HUD, the Grantee must designate a financial institution for HUD to make direct deposit payments through the Automated Clearing House (ACH) system. The Grantee must fill out the [SF-1199A](#) form. The Grantee must email the GO the completed form along with a voided check or statement from their financial institution (on letterhead) confirming the routing and account number.

17.8. If the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least 30 days before the date such change is to become effective.

17.9. The Grantee shall submit to the GTR the original documents (voucher) related to reimbursements requested for work performed. The voucher must be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the HUD Part 3 – Financial Reporting in accordance with OLHCHH Policy Guidance PGI 2015-02, “Line of Credit Control System (eLOCCS) Reimbursement Procedures.” If a Grantee has any questions with this procedure, the individual should contact the assigned GTR.

1.1. 17.10. Funds advanced to the Grantee shall be maintained in an interest-bearing account. Any interest over \$500.00 earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD. Below are the 3 different ways funds can be returned to the Fort Worth Accounting Center:

1. A check, money order, or cashier’s check along with correspondence (including the grant number where the funds should be returned) can be sent to the below HUD lockbox address:

Payee’s Name on the Negotiable Instrument: HUD-FAD Collections Ft Worth
 Lockbox Mailing Address: US Bank
 HUD-FAD Collections Ft Worth
 PO Box 6200-05
 Portland, OR 97228-6200

2. Your bank can send us a wire-see table below:

Bank	Federal Reserve Bank of NY
Bank Address	33 Liberty St., New York, NY 10045
ABA Routing Number (Treasury Department Code)	021030004
Account Number (Agency Location Code)	86011101
Beneficiary Code	D
Account Holder	U.S. Department of HUD (Ft. Worth, TX)
Memorandum/Third Party Information	Grant Name: Grant Number: Attn: HUD OLHCHH Memo: \$\$\$ (enter dollar amount being wired) and State: Drawn on ineligible activity to line of credit

3. Use **pay.gov**. From link: <https://www.pay.gov/public/form/start/76749239>.

To use this link, the amount must be more than \$100.00. *This link references an ONAP grant repayment but, the other grant program repayments can also use this link.* Please note that the grant number field must be 11 characters long with no dashes in the number. Normal time span for processing funds returned to the line of credit: 10 – 15 days.

The Grantee may retain up to \$500.00 of interest earned per Grantee's fiscal year for administrative expenses (2 CFR §200.305(b)(9)).

17.11. State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, <http://www.fms.treas.gov/cmia/> as it pertains to interest).

18. Equipment

18.1. The following equipment is allowable, in accordance with the OLHCHH NOFO for the applicable grant program, to be acquired for the performance of this grant:

- a. X-Ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OLHCHH grant programs will remain the property of the Grantee under the conditions cited in 2 CFR §200.313, as applicable.
- b. Leasing Motor Vehicles must be used by the Grantee in the program or project for which it was acquired for as long as needed and must not encumber the property without prior approval of the OLHCHH in accordance with 2 CFR §200.313(c).

19. Flow Down Provision

19.1. If the Grantee subawards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the subaward agreement these terms and conditions and any other provisions as may be necessary to ensure that the subgrantees or subrecipients comply with the requirements of the grant.

19.2. In accordance with 2 CFR §200.329 - Monitoring and Reporting Program Performance, Grantees are responsible for oversight of the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Grantee must cover each program, function, or activity. See also 2 CFR §200.332 – Requirements for Pass-Through Entities.

20. Grantee Lead Certification Program Requirement

The Grantee and subgrantee agree that any funds under this grant used for lead-based paint or lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the state or tribal area in which the activity is conducted as abatement contractors, risk assessors, inspectors, or sampling technicians), and that laboratories used for the analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency (EPA) for the analysis of those samples under EPA's National Lead Laboratory Accreditation Program.

21. Single Audit Reporting Requirements

Under 2 CFR Part 200, subpart F – Audit Requirements, a single or program specific audit must be conducted each fiscal year for non-Federal entities that expend more than \$750,000 in Federal awards and submitted to the Federal Clearing House System as a requirement under the Single Audit Act of 1984 (as amended in 1996). Grants may be placed on "high risk" designation, suspended, or terminated for failing to submit the Single Audit Report. See section II.47 "Suspension and Termination." The website for the Single Audit Report submission is <https://harvester.census.gov/facweb/>

22. Healthy Home Direct Costs

Grantees must expend at least sixty-five percent (65%) of grant funds on direct costs defined specifically as healthy homes identification and remediation activities in the home. Based on the eight Healthy Homes Principles, Grantees should assess and remediate housing-related health and safety hazards to identify and correct hazardous conditions that pose a likelihood of harm to occupant health if not addressed. OLHCHH anticipates an average unit cost of \$10,000 to include assessments, labor, Healthy Homes interventions, and any necessary follow up. Please refer to the Healthy Homes Production Grant Program NOFO (FR-6800-N-44) for a detailed description of Healthy Home Direct Costs.

23. HUD's Right to Audit and Disallow Cost and Recover Funds

23.1. The Government reserves the right to recover and recapture any funds that were not expended in accordance with the terms and conditions of this agreement based upon HUD review, the final audit, a monitoring site visit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency for audit (2 CFR §200.1) has already conducted one.

23.2. Access to Records of Grantees and Subgrantees – HUD, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right to access any books, documents, papers, or other records of Grantees and subgrantees that are pertinent to the grant, to conduct audits, monitoring visits, and examinations.

23.3. Later Disallowances and Adjustments - the closeout of a grant does not affect:

- a. HUD's right to disallow costs and recover funds based on a later audit or another review (2 CFR §200.345).
- b. The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment (2 CFR §200.345).
- c. Record Retention and Access requirements in 2 CFR Part 200, subpart D – Post Federal Award Requirements, §200.334-§200.337.
- d. Property management and disposition requirements in 2 CFR §200.310 – §200.316.
- e. Audit requirements in CFR Part 200, subpart F – Audit Requirements.
- f. The ability of HUD to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

24. Incurrence of Costs

The Grantee can incur costs for activities beginning on the period of performance start date on the HUD-1044. Any costs incurred before the date are not allowable costs unless specifically authorized in writing by the GO with the concurrence of the GTR.

25. Indirect (F&A) Cost Rate

25.1. The Grantee may recover indirect costs in one of following manners:

- a. To recover indirect costs related to Federal awards, organizations must negotiate an ICR with the cognizant Federal agency for indirect costs and present the negotiated and active ICR agreement to HUD.
- b. A recipient other than a state, local, and tribal governments may elect to utilize a 15% de minimis indirect cost rate of modified total direct costs (MTDC). This rate may be used indefinitely until they choose to negotiate for a rate. No documentation is required to justify the 15% de minimis rate. If they have a Federally negotiated ICR, they must utilize that rate.

- c. State, local, and tribal governments may elect to utilize a 15% de minimis indirect cost rate of modified total direct costs (MTDC) only if they receive less than \$35 million in direct Federal funding per year and they do not have a current negotiated rate (including provisional rate). No documentation is required to justify the 15% de minimis rate. If they receive less than \$35 million in direct Federal funding per year and they have developed and maintained an ICR proposal, they may use that indirect cost rate. If they receive over \$35 million in direct Federal funding per year, they must obtain a negotiated ICR to recover indirect costs.

25.2. If the Grantee elects to use the 15% de minimis rate, this methodology must be used consistently for all Federal awards until the Grantee entity chooses to negotiate for a rate, which the Grantee may apply to do at any time. As described in 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

25.3. In Category 10, the Indirect Costs on the HUD-424-CBW, the Grantee shall enter the Federally negotiated ICR or the de minimis rate of 15%. The Grantee must then apply the appropriate ICR and base (MTDC) to calculate the total estimated indirect cost for the grant. Therefore, in Category 10: $\text{Rate} \times \text{Base} = \text{Estimated Cost}$.

26. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR.

27. Key Personnel

27.1. Personnel specified as key personnel in the original grant application are essential to the work being performed hereunder. The Program Manager must commit at least 50% of their time to the grant award. Before diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the GO and the GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality.

27.2. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the GTR and the GO. Minimum training and qualification expected for the Program Manager include lead inspector risk assessor training and certification and if certification is required in the state to review or design scopes of work.

27.3. If the Program Manager will oversee or complete onsite unit monitoring, lead-safe work practices class (e.g., renovation, repair and painting, or lead abatement certification training) is also expected to be completed by any candidate before being placed in the Program Manager position. A Program Manager candidate may be approved conditionally based on the training and certification taking place timely after the hiring of the candidate with the expectation that they work with a mentor that is assuming full accountability for review and approval of unit documents until the GTR is satisfied that the candidate is ready to assume the responsibility independently.

27.4. The allowable compensation for certain employees is subject to ceiling in accordance with statute. For the amount of the ceiling for cost-reimbursement contracts, the covered compensation is subject to ceiling, the covered employees, and other relevant provisions. See [10 U.S.C. 2324\(e\)\(1\)\(P\)](#), and [41 U.S.C. 1127](#) and [4304\(a\)\(16\)](#).

28. Liability Insurance

28.1. Costs of insurance required or approved and maintained under the Federal award are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447. 25

29. Limitation on Consultant Payments

29.1. Consultants may not be paid or provided reimbursement for payment, whether retained by the Federal government or the Grantee, at a rate more than the equivalent of General Schedule (GS) 15, step 10 base pay rate for the current Federal pay year in which the consultant performs services under the grant ([based on the OPM GS Pay Tables](#)). See U.S. Code sections [10 U.S.C. 2324\(e\)\(1\)\(P\)](#) and [4304\(a\)\(16\)](#) for more information regarding compensation maxima for consultants.

a. Hourly Pay Limitation - Consultants may not be paid for any one hour an amount of pay that exceeds the hourly rate for GS-15, step 10. An hourly rate is computed by dividing the annual GS-15, step 10, base pay rate by 2,080 hours to find the hourly rate of pay.

29.2. Consultants retained for technical assistance on the grant must provide documentation that they are providing valuable and pertinent advice generally drawn from a high degree of broad administrative, professional, or technical knowledge or experience.

30. Limitation Payments to Influence Certain Federal Transactions

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

31. Lobbying Activities Prohibition

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

32. Eliminating Barriers that May Unnecessarily Prevent Individuals with Criminal Histories from Participation

“Eliminating Barriers that May Unnecessarily Prevent Individuals with Criminal Histories from Participating in HUD Programs,” exclusions based on criminal history or activity for grant programs must comply with this section consistent with applicable Federal statutes or regulations. Any reliance on an otherwise eligible participant’s arrest record, criminal history, or criminal activity must be based

on accurate records and reliable evidence, avoiding exclusions based on arrests only. Before excluding an individual because of an arrest record, criminal history, or criminal activity, you should offer that individual the opportunity to provide evidence of mitigating circumstances, such as the type of crime, the severity of the offense, the length of time since the offense, and evidence of rehabilitation, or that the arrest record is inaccurate.

33. Grant Deliverables

- 33.1. The Grantee shall complete and submit a final negotiated work plan, benchmarks (with Benchmark Standards- HUD 96008), and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the GTR for the grant program as applicable.
- 33.2. The work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for subrecipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where the tasks are interdependent, the work plan and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. See section II.40 "Project Management System."

34. Order of Precedence

- 34.1. In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:
- a. Constitution of the United States
 - b. Federal Statutes
 - c. Federal Regulation (including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
 - d. Executive Orders
 - e. The applicable NOFO
 - f. OLHCHH Grant Programs Policy Guidance
(https://www.hud.gov/program_offices/healthy_homes/lbp/pg) and other OLHCHH policies
 - g. Grant Agreement (HUD-1044), including Terms and Conditions
 - h. Special conditions
 - i. Management and work plan
 - j. Grantee's proposal (if incorporated, except for the work plan; see above)

35. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements. Inquiries regarding this patent rights clause should be directed to the GTR identified on the HUD-1044 via email.

36. Period of Performance (POP) Extensions, Incurring Costs, and Obligating Federal Funds

36.1. The Grantee shall complete all benchmark goals and objectives stipulated in this award agreement during the period of performance specified on the HUD-1044 Assistance Award/Amendment and Continuation Sheet. Grantees are to comply with the requirement of 2 CFR 200, subpart E - Cost Principles in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 120 days after the end of the period of performance. The preparation of the final administrative and financial reports is to be completed within 120 days after the end of the period of performance.

36.2. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance end date stipulated in the award. The only costs which are authorized for a period of up to 120 days following the period of performance date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the GO in consultation with the GTR.

36.3. An extension of the award period can be authorized only by the GO in by executing a new amendment with the concurrence of the GTR. Neither verbal assurances, nor written assurances, of funding from other than the GO shall constitute authority to obligate funds for programmatic activities beyond the period of performance.

36.4. The OLHCHH has no obligation to provide any additional funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of the OLHCHH.

37. Pre-Award Costs

Before the effective date of the grant, a Grantee may, at its own risk, incur pre-award costs with the prior written approval of the GO with the concurrence of the GTR. Pre-award costs are those incurred before the effective date of the award directly according to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or POP. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the approval of the awarding agency (GO).

38. Profit

No increment above cost shall be paid to the Grantee or any subgrantee or subrecipient under this award. Profit is unallowable.

39. Program Income

Any program income derived because of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award under 2 CFR Part 200 as applicable, including 2 CFR §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the work plan or under special conditions itemized in these provisions, before using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

40. Project Management

40.1. Deliverables - The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the Final Report, and financial reports utilizing the form HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the work plan and benchmark schedule are delivered on time.

40.2. Quarterly Progress Reports - Quarterly reports will be due 30 days after the quarter ends following the initiation of the grant through project close-out, but should be submitted as soon as possible after the end of the quarter. If a due date falls on a Federal weekend or holiday, or an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. Also, a separate document illustrating the match contribution for each quarter is required (see section II.6, Amount of Cost Share). Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

40.1. Federal Financial Report (FFR) Standard Form-425 - The Grantee shall submit an FFR for each grant quarterly. FFRs are due 30 days after the quarter ends. A final FFR shall be required after the award agreement and shall use the end date of the project or grant period as the reporting end date. Final reports shall be submitted no later than 120 days after the project or grant period end date. Extensions of reporting due dates may be approved by the GTR upon request of the recipient.

The Grantee shall use HHGMS, or a replacement system selected by the OLHCHH, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time-phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives, and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its "eLOCCS Request Voucher for Grant Payment" processed and/or approved for payment until the quarterly progress report is submitted to HUD.

40.2. Annual Reports - [Race and Ethnic Data Reporting Form HUD-27061](#) must be submitted annually by January 10.

40.3. Final Report - The Final Report shall summarize the Grantee's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy but should be of a quality and detail to provide a freestanding description to any outside reader of all the Grantee's work and achievements under the grant and compare the Grantee's proposal of achievements with actual results. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on the HUD-1044. See section II.10, "Closeout" and [Policy Guidance](#) Number 2020-06 – "Closeout Procedures for OLHCHH Grantees."

41. Publications and News Releases

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

41.2. Interim and final reports may not be published by the Grantee or any subrecipients participating in the work for sixty days (60) after acceptance of the deliverables by the GTR. All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

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

41.3. 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 recipient or its staff, or any subrecipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event, later than coincidental with the release.

42. Release of Funds and Environmental Certification

42.1. Award of an FY2023 OLHCHH grant does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization, or related hazard remediation work must comply with 24 CFR Part 58, “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities,” or, if specified in the Notice of Funding Opportunity for the award, 24 CFR Part 50, “Environmental Assessment.” Except when Part 50 is specified. Recipients that are states, units of general local government, or Native American tribes must carry out environmental review responsibilities as responsible entities, defined under Part 58. For the Healthy Homes Production grant program, recipients that are not-for-profit firms, educational or for-profit institutions must contact and partner with the responsible entity, usually the unit of general local government or Native American tribe of the target area(s), to assume the environmental review responsibilities. Should the responsible entity object to performing the environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provision of 24 CFR Part 50. For the Healthy Homes Production Grant Program, recipients that are not states, units of general local government, or Native American tribes, HUD will perform the environmental review. For all grants under the NOFO, recipients and other participants in the project are prohibited from undertaking, or committing or expending HUD or non-HUD funds (including match funds) on, a project or activities under the NOFO (other than activities listed in 24 CFR §§58.34, 58.35(b) or 58.22(f)) until the responsible entity completes an environmental review and the applicant submits and HUD approves a Request for the Release of Funds and the responsible entity's environmental certification (both on the HUD-7015.15) or, in instances where HUD performs the environmental review under Part 50, HUD has completed the review and notified the grantee of its approval. The results of the environmental review may require that proposed activities be modified, or proposed sites rejected.

42.2. HUD will not make additional payments from the amount awarded to a Grantee for lead hazard and healthy homes evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices). Any additional funds requested by the Grantee shall be requested in accordance with section II.17, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

43. Review of Deliverables

43.1. Deliverables include, but are not limited to:

- a. All interim and final reports
- b. Survey instruments required by the work plan, if applicable
- c. Other physical materials and products produced directly under the work plan of this grant, if applicable
- d. Match, in-kind and leverage commitments, if applicable

43.2. The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables above, of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of narrative deliverables shall be limited to:

- a. Identification of omissions or errors of fact;
- b. Comments on technical contents such as methods and data analysis;
- c. Deletion of irrelevant materials; and
- d. Improvements in style readability.

44. Sanctions

Failure to comply with the Federal statutes; regulations, including 2 CFR Part 200; or 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 GTR/GO taking action to limit access to program funds. Actions by the GTR/GO may include but are not limited to requiring that reports and financial statements be submitted to the GTR/GO for approval before drawing down any funds; suspending the ability to incur costs or draw funds; and/or suspending or terminating the grant for non-performance as defined in section 47 "Suspension and Termination." HUD may take enforcement action under 2 CFR §200.339, as applicable.

45. Scope of Work

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work outlined in the Grantee's original/revised application under this NOFO as well as the

subsequent statement of work, management and work plan, and benchmarks.

46.Special Conditions

Special conditions to this award are listed on the HUD-1044 Continuation Sheets.

47.Suspension and Termination

47.1. The GO may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award, or if an award no longer effectuates the program goals or agency priorities. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results. Action will be taken in accordance with 2 CFR §200.339 – §200.343.

47.2. Effects of Suspension and Termination - Costs of Grantee or subgrantee resulting from obligations incurred by the Grantee or subgrantee during a suspension or after the termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination. Other Grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- a. The costs result from financial obligations which were properly incurred by the Grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it; and
- b. The costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

47.3. Relationship to Debarment and Suspension - The enforcement remedies identified in this section, including suspension and termination, do not preclude the Grantee or subgrantee from being subject to “Debarment and Suspension” under Executive Orders 12549 and 12689, 2 CFR Part 180 as outlined in CFR §200.339.

APPENDIX - LIST OF ACTIONS DUE

Action	Due Date (deliverables may be provided earlier)
Program start up activities: hire qualified grant staff, submit HHGMS contact form, work plan, written policies and procedures, benchmarks/milestones, your organization's code of conduct, LOCCS access form, and certify that your organization has inform their employees of their whistleblower rights and protections in writing.	60 days after the effective date of grant.
Request for release of funds and certification, if applicable.	60 days after the effective date.
Institutional Review Board approval (if applicable)/approval of request for release of funds and certification.	120 days after the effective date.
Grant work/deliverables.	As per benchmarks following Institutional Review Board approval and/or approval of request for release of funds and certification.
Quarterly progress reports with a separate attached document illustrating match/cost sharing status and a current SF-425.	30 days after the quarter ends, i.e., January 30, April 30, July 30, October 30.
FFATA sub-award reporting system. (See section 1.4).	By the end of the month following the month in which the Grantee awards a subaward greater than or equal to \$30,000.
Economic opportunities for low- and very low-income persons (Section 3) completed in HHGMS.	Within 30 days of the end of the Grantee fiscal year-end.
Race and ethnic data reporting.	January 10 annually.
Annual single audit.	Annually based on the Grantee's fiscal year.
Deliverables.	In accordance with the benchmark schedule.
The 90-day letter confirms all elements outlined in the grant have been met.	This will be sent to the Grantee by the GO 90 days prior to the period of performance end date. Grantees are required to respond and inform their GTR if a non-cost extension is needed to complete their grant deliverables.
Final Reports (programmatic and final SF-425) (See section II.10).	120 days after the end of the period of performance.