

CAPACITY BUILDING AGREEMENT

SCHEDULE OF ARTICLES

1. SCOPE OF WORK (FIXED PRICE)
2. PERIOD OF PERFORMANCE
3. INSPECTION AND ACCEPTANCE
4. CONDUCT OF WORK
5. INSTRUMENT AMOUNT, PAYMENT AND SUBMISSION OF INVOICES
6. USE OF GRANT FUNDS
7. MAINTENANCE OF EFFORT
8. HUD'S SUBSTANTIAL INVOLVEMENT
9. USE OF CONSULTANTS
10. PUBLICATIONS AND NEWS RELEASES
11. REPRODUCTION OF REPORTS
12. FLOW DOWN PROVISIONS
13. DISPUTES

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1. SCOPE OF WORK (FIXED PRICE)

The Recipient shall furnish the necessary personnel, materials, services, equipment, facilities, (except as otherwise specifies herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work for the firm fixed price set forth herein.

2. PERIOD OF PERFORMANCE

The Recipient shall provide all services hereunder for a period of twelve (12) months from the effective date of the instrument.

3. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all but the final products may be accomplished by the GTMs, if so delegated. Final acceptance shall be accomplished by the GTR.

4. CONDUCT OF WORK

A. During the effective period of this instrument, the Government Technical Representative and/or the Government Technical Monitor identified in Block 9 of the cover page shall be responsible for monitoring the technical effort of the Recipient, unless the Recipient is notified in writing by the G/CAO of a replacement.

B. Only the G/CAO has the authority to authorize deviations from this instrument, including deviations from the Statement of

Work. In the event the Recipient does deviate without written approval of the G/CAO, such deviation shall be at the risk of, and any costs related thereto, shall be borne by the Recipient.

5. INSTRUMENT AMOUNT, PAYMENT AND SUBMISSION OF INVOICES

A. The maximum amount for performance of the Statement of Work and all other requirements of this instrument is \$30,000, to support the agency's fair housing effort in accordance with Appendix A, Statement of Work. Payments shall be made in accordance with paragraph B, below.

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B. DATE FOR RECIPIENT'S SUBMISSION OF SF 270	CAPACITY BUILDING
30 days after the effective date of instrument	\$7,500
150 days after the effective date of instrument	\$7,500
270 days after the effective date of instrument	\$7,500
Final submission on or before the completion date of instrument.	\$7,500

C. The Recipient shall submit Standard Form 270 "Request for Advance Reimbursement", to the Government Technical Monitor (GTM) at the address specified in Block 9 of the cover page of this Agreement on the dates stipulated above. All requests for payment shall be submitted in an original and three (3) copies, as indicated below. The final voucher shall be approved by the GTR and Cooperative Agreement Officer prior to final payment.

Interim Public Voucher	Attention of	Address Shown on Cover Sheet
Original & one copy	GTM	Block 9
One copy	GTR	Block 9
One copy	CAO	Block 8

All requests for payment of the final voucher shall be submitted in an original and three (3) copies as indicated below.

Final Public Address Shown on

Voucher	Attention of	Cover Sheet
Original & one copy	GTR	Block 9
One copy	GTM	Block 9
One copy	CAO	Block 8

Each voucher shall clearly set forth the instrument number shown in Block 3 of the HUD 1044 and the appropriation number in Block 15 and shall show the address of the depository to which the check is to be mailed. Requests for reimbursement shall be submitted on a Standard Form 270, showing the amount vouchered for and amounts previously vouchered for. Copies of this form are available upon request through contacting the administrator shown in Block 8 of the cover page.

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Payment is subject to being withheld if it is the judgement of the GTM that the Recipient is not complying with all terms of the Cooperative Agreement. The Recipient shall identify the Cooperative Agreement Number in Block 4 of the SF 270 on all invoices. The final invoice shall be submitted on or before the completion date of the instrument.

- D. Each Standard Form 270 shall be accompanied by a Narrative Report. This report shall not be more than one typed page for each activity pursuant to which payment is requested, and shall describe the activities undertaken by the Recipient during the billing period. The Reports for the Complaint Monitoring System should be accompanied by a listing of all hardware and software acquired during the billing period. The Reports for Capacity Building should be accompanied by a listing of all processed complaints, including the name of complainant, name of respondent, date closed or date conciliation failed subsequent to a finding of discrimination, and docket number. The Capacity Building Reports should also include a description of activities undertaken in support of its funding application and the Statement of Work. The Reports for Training should be accompanied by a listing of agency participants with names and dates attending.
- E. The Criteria for Processing is hereby incorporated as an attachment to the Schedule of Articles.
- F. The Government shall remit all payments to the following address shown on the depository form:

6. USE OF GRANT FUNDS

The agency is entitled to receive the fixed amount stated in the Cooperative Agreement for satisfactory completion of the work to be performed regardless of cost incurred; however, the program regulations and this Schedule of Articles require that all activities for which FHAP funds are used must address, or have ultimate relevance to, matters affecting fair housing which are cognizable under the Fair Housing Act (42 U.S.C. 3600-20).

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7. MAINTENANCE OF EFFORT

The agency must not unilaterally reduce the level of financial resources currently committed to fair housing complaint processing. Budget and staff reductions occasioned by legislative action outside the control of the agency will not, alone, result in a determination of ineligibility. However, HUD will take such actions into consideration in assessing the ongoing viability of an agency's fair housing program.

8. HUD'S SUBSTANTIAL INVOLVEMENT

- A. HUD intends to have substantial involvement in the review and approval of all aspects of the work to be carried out as a result of an award under this agreement.
- B. Anticipated substantial involvement may include, but not be limited to the following:
 - 1. Review and guidance in progress and upon completion of case investigations;
 - 2. Development and presentation of National and Regional fair housing training;
 - 3. Participation in the development and presentation of in-house training, and
 - 4. Participation in presentation of education and outreach programs.

9. USE OF CONSULTANTS

As required by HUD's Appropriations Act, salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to GS-18 Federal Employees.

10. PUBLICATIONS AND NEWS RELEASES

- A. Definition. For the purpose of this clause, "publication" includes:
 - 1. Any document containing information for public consumption; or,

2. The act of, or any act which may result in, disclosing information to the public.

- B. The results of this program are planned to be made available to the public through dedication, assignment by the Government, or such other means as the Secretary shall determine.

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C. Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the Statement of Work of this instrument are considered Official Products of Work, owned by the Government and held for the benefit of the public.

D. Publication of Official Products of Work

Official Products of Work, quotations therefrom, paraphrasing, or disclosures of interim findings may not be published without the approval of the GTR for a period of sixty (60) days after acceptance of the product by the GTR. Thereafter, the Recipient shall be free to publish without HUD approval.

E. Acknowledgement and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by Recipient or other participants in the work, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was supported by funding under a Cooperative Agreement 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 contain in this publication. Such interpretations do not necessarily reflect the views of the Government."

F. Additional Grantee Publicity Requirement

Section 8136 of the Department of Defense Appropriations Act, 1989 (Pub. L. 100-463, approved October 1, 1988, 102 Stat. 2270-46) contains a new requirement applying to "all grantees receiving Federal funds." Section 8136 provides:

"When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

These provisions have no force or effect beyond fiscal year 1989, i.e. September 30, 1989.

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(1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

This provision shall have no force or effect beyond fiscal year 1989, i.e. September 30, 1989.

G. Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this instrument that may be made by the Recipient or its staff, or any subcontractor or other person or organization participating in the work of this instrument shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with Paragraph E, above.

11. REPRODUCTION OF REPORTS

In accordance with Government Printing and Binding Regulations, reproduction of reports, data or other written materials, if required herein, is authorized provided that the materials produced do not exceed 5,000 production units of any page and the items consisting of multiple pages do not exceed 25,000 production units in aggregate.

12. FLOW DOWN PROVISIONS

The Recipient shall include provisions to carry out the purposes of this instrument in all contracts of employment with persons who perform any part of the work under this instrument, and with all subcontractors and other persons or organizations participating in any part of the work under this instrument. There shall be provisions for a further flow down of such requirements to each subtier of employees and subcontractors to the extent feasible.

13. DISPUTES

During performance of the instrument, disagreements may arise between the Recipient and the G/CAO on various issues, such as the allowability of costs. If a dispute concerning a question of fact arises, the G/CAO shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Recipient. The Recipient may appeal the decision within thirty (30) days to the Assistant Secretary for Fair Housing and Equal opportunity.

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ATTACHMENT A

STATEMENT OF WORK

A. GENERAL REQUIREMENTS

The recipient agrees to process those housing discrimination complaints arising within its jurisdiction, except as otherwise stated in this Statement of Work. The Recipient agrees to cooperate with HUD in the handling of housing discrimination complaints under Title VIII of the Civil Rights Act of 1968, as amended, and the fair housing law enforced by the jurisdiction in accordance with the Memorandum of Understanding entered into between HUD and the recipient, and any amendments or revisions thereto executed during the course of this agreement by the signatories.

B. CAPACITY BUILDING

The Recipient agrees to develop a complaint processing capability sufficient to enable the Recipient to process all housing discrimination complaints arising under its jurisdiction in future years. The Recipient also agrees to process housing discrimination complaints in accordance with "A" above, and in accordance with the Criteria for Payment/Processing which are incorporated herein as an attachment to the Schedule of Articles.

The Recipient further agrees to implement the Capacity Building activities set forth in its application for funding. A list of product deliverables and timetables is at the end of this Statement of Work.

C. TRAINING

Subject to HUD sponsorship of training sessions in sufficient geographical proximity to permit the Recipient to meet the following obligations, the Recipient agrees to enroll a minimum of 3 employees in HUD-sponsored training at National and Regional training sites. Failure to send the specified number of participants to training will result in a

\$1,000 deduction for each non-attendant below the minimum.

D. COMPLAINT MONITORING AND REPORTING SYSTEMS

The Recipient agrees to implement the Complaint Monitoring and Reporting System activities set forth in its application for funding in accordance with the criteria established in Section 111.105(a) of 24 CFR Part 111 and the RFA.

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CAPACITY BUILDING PRODUCTS

PRODUCT DELIVERABLE DATE DUE

1.

2.

3.

4.

5.

6.

7.

(CONTINUE TO LIST ALL SIGNIFICANT WORK PRODUCTS IN THE APPLICATION AND A DUE DATE FOR COMPLETION AS SET FORTH IN THE TIMETABLE.)

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CONTRIBUTIONS AGREEMENT

SCHEDULE OF ARTICLES

1. SCOPE OF WORK (FIXED PRICE)
2. PERIOD OF PERFORMANCE
3. INSPECTION AND ACCEPTANCE
4. CONDUCT OF WORK
5. INSTRUMENT AMOUNT, PAYMENT AND SUBMISSION OF INVOICES
6. USE OF GRANT FUNDS
7. MAINTENANCE OF EFFORT
6. HUD'S SUBSTANTIAL INVOLVEMENT
9. USE OF CONSULTANTS
10. PUBLICATIONS AND NEWS RELEASES
11. REPRODUCTION OF REPORTS

- 12. FLOW DOWN PROVISIONS
- 13. DISPUTES

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SCOPE OF WORK (FIXED PRICE)

The Recipient shall furnish the necessary personnel, materials services, equipment, facilities, (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work for the firm fixed price set forth herein.

1. PERIOD OF PERFORMANCE

The Recipient shall provide all services hereunder for a period of twelve (12) months from the effective date of the instrument.

3. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all but the final products may be accomplished by the GTMS, if so delegated. Final acceptance shall be accomplished by the GTR.

4. CONDUCT OF WORK

- A. During the effective period of this instrument, the Government Technical Representative and/or the Government Technical Monitor identified in Block 9 of the cover page shall be responsible for monitoring the technical effort of the recipient, unless the Recipient is notified in writing by the G/CAO of a replacement.
- B. Only the G/CAO has the authority to authorize deviations from this instrument, including deviations from the Statement of Work. In the event the Recipient does deviate without written approval of the G/CAO, such deviation shall be at the risk and any costs related thereto, shall be borne by the Recipient.

5. INSTRUMENT AMOUNT, PAYMENT AND SUBMISSION OF INVOICES

- A. The maximum amount for performance of the Statement of Work and all other requirements of this instrument is \$_____ to be distributed as follows:
 - 1. The Recipient shall be paid the firm fixed amount of \$_____ to support the agency's fair housing effort in accordance with Appendix A, Statement of Work, Part A (General Requirements) and Part B (Contributions). Payments shall be made in accordance with paragraph B, below.

2. The Recipient shall be paid the firm fixed amount of \$3,000 for attendance at HUD-sponsored training at National and regional training sites. These monies may also be used to support additional in-house training by agencies for agency-specific problems and for training of staff unable to attend National or Regional training,

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subject to approval of the GTM. Failure to send the specified number of participants to training (See Statement of Work), will result in a \$1000 deduction for each non-attendant below the minimum. Payments shall be made in accordance with paragraph 8, below.

The Recipient shall be paid the firm fixed amount of \$_____ to support Incentive Funds activities in accordance with the Statement of Work, Part D (incentive Funds). Payments shall be made in accordance with paragraph B, below.

B.	DATE FOR RECIPIENT'S SUBMISSION OF SF 270	CONTRIBUTIONS AMOUNT	TRAINING	INCENTIVE FUNDS
	90 days after the effective date of instrument	\$	\$	\$
	180 days after the effective date of instrument	\$	\$	\$
	270 days after the effective date of instrument	\$	\$	\$
	Final submission on or before the completion date of instrument.	\$	\$	\$

C. The Recipient shall submit Standard Form 270 "Request for Advance Reimbursement", to the Government Technical Monitor (GTM) at the address specified in Block 9 of the cover page of this Agreement on the dates stipulated above. All requests for payment shall be submitted in an original and three (3) copies, as indicated below. The final voucher shall be approved by the GTR and Cooperative Agreement Officer prior to final payment.

Interim Public Voucher	Attention of	Address Shown on Cover Sheet
Original & one copy	GTM	Block 9
One copy	GTR	Block 9

One copy

CAO

Block 8

All requests for payment of the final voucher shall be submitted in an original and three (3) copies as indicated below.

<u>Final Public Voucher</u>	<u>Attention of</u>	<u>Address Shown on Cover Sheet</u>
Original & one copy	GTR	Block 9
One copy	GTM	Block 9
One copy	CAO	Block 8
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Each voucher shall clearly set forth the instrument number shown in Block 3 of the HUD 1044 and the appropriation number in block 15 and shall show the address of the depository to which the check is to be mailed. Requests for reimbursement shall be submitted on a Standard Form 270, showing the amount vouchered for and amounts previously vouchered for. Copies of this form are available upon request through contacting the administrator shown in Block 8 of the cover page.

Payment of item A.2 shall be made at the next available billing period after the Training participation has occurred. Payment is subject to being withheld if it is the judgement of the GTM that the Recipient is not complying with all terms of the Cooperative Agreement. The Recipient shall identify the Cooperative Agreement Number in Block 4 of the SF 270 on all invoices. The final invoice shall be submitted on or before the completion date of the instrument.

- D. Each Standard Form 270 shall be accompanied by a Narrative Report. This report shall not be more than one typed page for each activity pursuant to which payment is requested, and shall describe the activities undertaken by the Recipient during the billing period. The Reports for Contributions toward case processing should be accompanied by a listing of all processed complaints, including the name of complainant, name of respondent, date closed or date conciliation failed subsequent to a finding of discrimination, and docket number. The Contributions Report should also include a description of activities undertaken in support of its case processing and the Statement of Work Part A (General Requirements) and Part B (Contributions). The Reports for Training should be accompanied by a listing of agency participants with names and dates attending. The Reports for Incentive Funds should include a description of activities undertaken in support of its funding application and the Statement of Work, Part D (Incentive Funds).
- E. The Criteria for Processing is hereby incorporated as an

attachment to the Schedule of Articles.

- F. The Government shall remit all payments to the following address shown on the depository form:

6. USE OF GRANT FUNDS

The agency is entitled to receive the fixed amount stated in the Cooperative Agreement for satisfactory completion of the work to be

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performed regardless of cost incurred; however, the program regulations and this Schedule of Articles require that all activities for which FHAP funds are used must address, or have ultimate relevance to, matters affecting fair housing which are cognizable under the Fair Housing Act (42 U.S.C. 36JO-20).

7. MAINTENANCE OF EFFORT

The agency must not unilaterally reduce the level of financial resources currently committed to fair housing complaint processing. Budget and staff reductions occasioned by legislative action outside the control of the agency will not, alone, result in a determination of ineligibility. However, HUD will take such actions into consideration in assessing the ongoing viability of an agency's fair housing program.

6. HUD'S SUBSTANTIAL INVOLVEMENT

- A. HUD intends to have substantial involvement in the review and approval of all aspects of the work to be carried out as a result of an award under this agreement.
- B. Anticipated substantial involvement may include, but not be limited to the following:
1. Review and guidance in progress and upon completion of case investigations;
 2. Development and presentation of National and Region fair housing training;
 3. Participation in the development and presentation of in-house training, and
 4. Participation in presentation of education and outreach programs.

9. USE OF CONSULTANTS

As required by HUD's Appropriations Act, salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to GS-18 Federal Employees.

10. PUBLICATIONS AND NEWS RELEASES

A. Definition. For the purpose of this clause, "publication" includes :

1. Any document containing information for public consumption; or,
2. The act of, or any act which may result in, disclosing information to the public.

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B. The results of this program are planned to be made available to the public through dedication, assignment by the Government, or such other means as the Secretary shall determine.

C. Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the Statement of Work of this instrument are considered Official Products of Work, owned by the Government and held for the benefit of the public.

D. Publication of Official Products of Work

Official Products of Work, quotations therefrom, paraphrasing, or disclosures of interim findings may not be published without the approval of the GTR for a period of sixty (60) days after acceptance of the product by the GTR. Thereafter, the Recipient shall be free to publish without HUD approval.

E. Acknowledgement and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by Recipient or other participants in the work, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was

supported by funding under a Cooperative Agreement 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 contain in this publication. Such interpretations do not necessarily reflect the views of the Government. "

F. Additional Grantee Publicity Requirement

Section 8136 of the Department of Defense Appropriations Act, 1989 (Pub. L. 100-463, approved October 1, 1988, 102 Stat. 2270-46) contains a new requirement applying to "all grantees receiving Federal funds." Section 8136 provides:

"When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state

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(1) the percentage Of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

This provision shall have no force or effect beyond fiscal year 1989, i.e. September 30, 1989.

G. Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this instrument that may be made by the Recipient or its staff, or any subcontractor or other person or organization participating in the work of this instrument shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any official Product of Work without complying with Paragraph E, above.

11. REPRODUCTION OF REPORTS

In accordance with Government Printing and Binding Regulations, reproduction of reports, data or other written materials, if required herein, is authorized provided that the materials produced do not exceed 5,000 production units of any page and the items consisting of multiple pages do not exceed 25,000 production units in aggregate.

12. FLOW DOWN PROVISIONS

The Recipient shall include provisions to carry out the purposes of this instrument in all contracts of employment with persons who perform any part of the work under this instrument, and with all subcontractors and other persons or organizations participating in any part of the work under this instrument. There shall be provisions for a further flow down of such requirements to each subtier of employees and subcontractors to the extent feasible.

13. DISPUTES

During performance of the instrument, disagreements may arise between the Recipient and the G/CAO on various issues, such as the allowability of costs. if a dispute concerning a question of fact arises, the G/CAO shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Recipient. The Recipient may appeal the decision within thirty (30) days to the Assistant Secretary for Fair Housing and Equal opportunity.

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ATTACHMENT A

STATEMENT OF WORK

A. GENERAL REQUIREMENTS

The recipient agrees to process those housing discrimination complaints arising within its jurisdiction, except as otherwise stated in this Statement of Work. The Recipient agrees to cooperate with HUD in the handling of housing discrimination complaints under Title VIII of the Civil Rights Act of 1968, as amended, and the fair housing law enforced by the jurisdiction in accordance with the Memorandum of Understanding entered into between HUD and the Recipient, and any amendments or revisions thereto executed during the course of this agreement by the signatories.

B. CONTRIBUTIONS

The Recipient agrees to process housing discrimination complaints in accordance with "A" above (General Requirements), and in accordance with the Criteria for Payment/Processing which are incorporated herein as an attachment to the Schedule of Articles.

The Recipient also agrees to augment its fair housing enforcement efforts by engaging in outreach, education, training and technical assistance pursuant to the Memorandum of Understanding.

C. TRAINING

Subject to HUD sponsorship of training sessions in sufficient geographical proximity to permit the Recipient to meet the following obligations, the Recipient agrees to enroll a minimum of 3 employees in HUD-sponsored training at National and Regional training sites. Failure to send the specified number of participants to training will result in a \$1,000 deduction for each non-attendant below the minimum.

D. INCENTIVE FUNDING

The Recipient agrees to utilize the funds provided for this activity in accordance with the criteria established in 24 CFR Section 111.105(b)(3) and the RFA. The Recipient further agrees to implement the Incentive Fund activities set forth in its application for funding. A list of products deliverables and timetables is a part of this Statement of work.

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INCENTIVE FUND PRODUCTS

PRODUCT DELIVERABLE	DATE DUE
1.	
2.	
3.	
4 .	
5.	
6.	
7.	

(CONTINUE TO LIST ALL SIGNIFICANT WORK PRODUCTS IN THE APPLICATION AND A DUE DATE FOR COMPLETION AS SET FORTH IN THE TIMETABLE.)

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ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL, AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

The following provisions of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments," are

incorporated by reference, where applicable. Upon request, the Grant Officer will make their full text available. Where clarifying or specific HUD instructions are required, they will appear in full text. The term "grant" as used herein also refers to cooperative agreement instruments. The term "Grant Officer" as used herein also refers to Cooperative Agreement Officers, when the instrument is a cooperative agreement.

Subpart A - General

85.3 Definitions.

* * * * *

"Grant Officer" means the official authorized by HUD to execute and/or administer this grant.

Subpart C - Post-Award Requirements

Financial Administration

85.20 Standards for financial management systems.

85.21 Payment.

85.22 Allowable costs.

85.23 Period of availability of funds.

85.24 Matching or cost sharing.

85.25 Program income.

85.26 Non-Federal audit.

Changes, Property, and Subawards

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85-30 Changes.

* * * * *

Requests for prior approval of changes as specified in paragraphs (c), (d), and (f) shall be directed to the Grant Officer.

85.31 Real property.

* * * * *

(d) Requests for disposition instructions shall be directed to the Grant Officer.

85.32 Equipment.

* * * * *

(f)(3) Requests for disposition instructions shall be directed to the Grant Officer.

85.33 Supplies.

85.34 Copyrights and patents.

85.35 Subawards to debarred and suspended parties.

* * * * *

Before awarding any subcontracts or subgrants, the grantee must ensure that the subcontractor or subgrantee is not included on the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs," and, therefore, ineligible for award. Copies of this publication may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The telephone number is (202) 783-3238.

85.36 Procurement.

85.37 Subgrants.

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Reports, Records Retention, and Enforcement

85.40 Monitoring and reporting program performance.

* * * * *

(b)(1) Performance reports shall be submitted on a quarterly basis. (Grant Officer may substitute a different time frame, but must not be more frequent than quarterly).

(b)(3) The grantee shall submit the original performance report to the GTR. Copies shall be submitted to Grant Officer may insert additional individuals who should receive copies. If none, then delete this second sentence .

65.41 Financial reporting.

* * * * *

(a)(4) The grantee shall submit the original SF-269 or SF-269A, Financial Status Report, to the Grant Officer. A copy shall be submitted to the GTR.

(b)(2) The grantee shall report program outlays and program income on an accrual basis. If the grantee's records are not normally kept on the accrual basis, the grantee is not required to convert its accounting system but shall develop such accrual information through an analysis of the documentation on hand.

(b)(3) Financial reports shall be submitted on a quarterly basis. Grant Officer may substitute a different time frame, but no more frequent than quarterly).

B5.42 Retention and access requirements for records.

85.43 Enforcement.

85.44 Termination for convenience.

Subpart D - After-The-Grant Requirements

85.50 Closeout.

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Model Transmittal Letter for Contributions Agencies which are eligible only for contributions for case processing and training.

Ms. Mary Jones
Anystate Commission on Human Rights
123 Main Street
Smalltown, MA 05678

Dear Ms. Jones:

Enclosed are four (4) copies of Cooperative Agreement Number FF-201-K-88-1001 for the Fair Housing Assistance Program (FHAP). This award is based on the enclosed Notice of Funding Availability. The total amount of the agreement is \$ XXXXXXXXXXXXXXXXXXXX, broken down as follows:

\$ XXXXXXXXXXXXXXX for contributions allocation, which represents XXXXX cases at \$650 per case; and

\$3,000 for training

Please sign three (3) copies and return them to the address below no later than XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 308
Boston, MA 02222-1092

Also enclosed is a copy of Assurances, SF-424B, and a Drug Free

Workplace Certification. Please sign the Assurances and complete the Drug Free Workplace Certification by entering your main office address on the second page. Return the Assurances and the Certification to the address indicated above.

Additionally, if you do not have a depository form on file with the Regional Accounting Division, or if you wish to change your depository, please submit a completed HUD-274, Designation of Depository Form. A copy of this form is enclosed for your convenience.

After signature by the Cooperative Agreement Officer, a fully executed copy of the agreement shall be returned to you. The extra copy is for your records pending receipt of the fully executed copy. Should you have any questions, please call me on (617) 123-4567.

Very sincerely yours,

John Smith
Cooperative Agreement Officer

Enclosures

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