

**DISASTER HOUSING ASSISTANCE PROGRAM-KATRINA (DHAP-KATRINA)
TRANSITIONAL CLOSEOUT PLAN
CASE MANAGEMENT SERVICES GRANT AGREEMENT**

1. Grant Information

This Grant Agreement (“Grant Agreement”) is made by and between the Federal Emergency Management Agency (“Grantor”) and the _____ (or “Grantee”) to administer the Disaster Housing Assistance Program-Katrina (“DHAP-Katrina”) Transitional Closeout Plan case management services. The DHAP-Katrina Transitional Closeout Plan is authorized under the Department of Homeland Security’s general grant authority under section 102(b)(2) of the Homeland Security Act, 6 U.S.C. § 112, sections 408(b)(1), 426 and 306(a) of Robert T. Stafford Disaster Relief and Emergency Assistance Act , 42 U.S.C. § 5174(b)(a), § 5189d and § 5149 (a), respectively, and the Economy Act, 31 U.S.C. § 1535. Pursuant to an Inter-Agency Agreement signed by the Federal Emergency Management Agency (FEMA) and the Department of Housing and Urban Development (HUD), FEMA transferred the administration of the DHAP-Katrina to HUD including administration of this grant agreement. Thus, FEMA is entering into this agreement with the Grantee and HUD will be administering this agreement on behalf of FEMA.

2. Purpose

This grant agreement establishes the terms and conditions by which the Grantee will provide disaster case management services to eligible families receiving transitional rental payments (TRP) under the DHAP-Katrina Transitional Closeout Plan. The Grantee’s role under this grant agreement is solely to provide disaster case management services in accordance with the guidance and minimum standards established by HUD, on behalf of FEMA, for the DHAP-Katrina. Services will be provided for a term of up to six months not to exceed August 31, 2009.

3. Definitions

Budget Authority- The maximum amount of funds available for payment to the grantee over the term of the Grant Agreement.

Grant Agreement- This Grant Agreement for the DHAP-Katrina Transitional Closeout Plan case management services. With each Grant Agreement Funding Increment, the parties commit to the terms of this Grant Agreement. Commitments for all the Funding Increments are listed in this Grant Agreement as Funding Exhibits.

Expenditures- Amounts which may be charged against program receipts in accordance with the Grant Agreement and HUD requirements.

Funding Exhibit- An exhibit to the Grant Agreement. The funding exhibit states the amount and term of funding for a Grant Agreement Funding Increment.

Grant Agreement Funding Increment- Each commitment of budget authority by HUD, on behalf of FEMA, to the grantee for the DHAP-Katrina Transitional Closeout Plan case management services under the Grant Agreement. The funding increments for the program are listed on the program funding exhibit.

HUD- U.S. Department of Housing and Urban Development.

Program- The DHAP-Katrina Transitional Closeout Plan. This Grant Agreement authorizes the grantee to provide case management services to DHAP-Katrina Transitional Closeout Plan participants within their state. The grant agreement does not authorize the grantee to provide direct rental assistance under the DHAP-Katrina Transitional Closeout Plan.

Program Receipts- Amounts paid by HUD, on behalf of FEMA, to the grantee for the program, and any other amounts received by the grantee in connection with the program.

4. Funding for DHAP-Katrina Transitional Closeout Plan

- a. The funding increments in the DHAP-Katrina Transitional Closeout Plan are listed in the funding exhibit for the program.
- b. The amount of budget authority for each funding increment in a program is stated in the program funding exhibit.
- c. By giving written notice to the grantee, HUD, on behalf of FEMA, may revise the funding exhibit for a program:
 - (1) To add a funding increment, or
 - (2) To remove a funding increment for which the Grant Agreement term has expired.

- d. The HUD notice must include a revised funding exhibit, specifying the term and budget authority for each funding increment under the Grant Agreement. The HUD notice of a revised funding exhibit for a program constitutes an amendment of the Grant Agreement.

5. Term

- a. The funding exhibit states the first date and last date of the Grant Agreement term for each funding increment
- b. If the first or last date of the Grant Agreement term for a funding increment is not entered before the Grant Agreement is signed by the grantee, HUD, on behalf of FEMA, may enter the date subsequently, by giving written notice to the grantee.
- c. The grantee agrees that costs incurred prior to the execution of this Grant Agreement for DHAP-Katrina Transitional Closeout Plan case management services shall not be reimbursable from this grant.

6. Payments for Program

- a. HUD, on behalf of FEMA, will make payments to the grantee for the program in accordance with DHAP-Katrina Transitional Closeout Plan requirements.
- b. For the program, HUD, on behalf of FEMA, will pay the grantee the amount approved in the DHAP-Katrina program for case management fees and provide additional funds for a case management tracking system:
 - (1) Fees for administration of case management services at \$92 per month for each family receiving transitional rent assistance under the DHAP-Katrina Transitional Closeout Plan
- c. For March and April, these fees will be paid for all families that are expected to receive transitional rental assistance.
- d. For May to August, fees will be paid only for families that 1) are receiving transitional rental assistance for that month, and 2) are receiving case management services from the grantee.
- e. Starting 45 days subsequent to the signing of the Grant Agreement, the grantee will provide HUD with a list of all families that are receiving case management services. Lists will thereafter be provided to HUD on the 15th of each month through July 2009. HUD, on behalf of FEMA, will provide case management fees in the subsequent month for the families on this list who also will receive rental assistance in that month.
- f. The amount of the payment may be reduced, as determined by HUD, on behalf of FEMA, in accordance with DHAP-Katrina Transitional Closeout Plan Case Management requirements.

7. Case Management Tracking System.

- a. The grantee will submit to HUD a proposal and budget for a case management tracking system that is off-the-shelf and ready to support requirements for tracking, monitoring and reporting the case management services program.
- b. The grantee will ensure that the case management tracking system has the function capabilities to meet all of HUD's and FEMA's reporting requirements under the DHAP-

Katrina Transitional Closeout program as detailed within the grant agreement and Standard Operating Procedures.

- c. Given the duration of this grant agreement and the timelines associated with transitioning the administration of the program from HUD to the grantee, a case management tracking system should be deployed that will minimize the impact of transitioning case management services and can be functional in supporting HUD and FEMA's reporting requirements within 30-days of signing this agreement.
- d. The grantee must submit potential case management tracking system proposal(s) and budget(s) within 7 days of signing this grant agreement.
- e. The budget for the tracking system shall be appropriate and similar to the costs associated with systems used during DHAP for tracking and reporting case management activities.

8. Maximum Payments for Program

- a. **Maximum Limit.** The payments for the DHAP-Katrina case management services must not be more than the sum of the budget authority amounts for the funding increments in the program.
- b. **Limit on Payments for Funding Increment.** The total amount of payments for any funding increment over the increment term must not exceed budget authority for the funding increment.

9. Reduction of Amount Payable by HUD

- a. If HUD, on behalf of FEMA, determines that the grantee has failed to comply with any obligations under the Grant Agreement, HUD may reduce to an amount determined by HUD:
 - (1) The amount of the HUD payment for any funding increment.
 - (2) The budget authority for any funding increment.
 - (3) HUD must give the grantee written notice of the reduction.
 - (4) The HUD notice must include a revised funding exhibit specifying the term and budget authority for each funding increment under the Grant Agreement. The HUD notice of revisions to the funding exhibit for the program constitutes an amendment of the Grant Agreement.

10. Grantee Request for Payment

- a. The grantee must report to HUD such information as HUD, on behalf of FEMA, may require to receive payments for the program. The report to HUD must be submitted at such time and in such form as HUD, on behalf of FEMA, may require, and is subject to HUD, on behalf of FEMA, approval and revision.
- b. The grantee, at a minimum, must report the following information by the 15th of each month in which payment was received, and certify that:
 - (1) Case management services have been provided in accordance with HUD requirements; and
 - (2) The agency has the ability to provide summary and detailed reports on family demographics and characteristics including but not limited to:

- a. Long-term housing and transition plans for families with regard to the end of the DHAP-Katrina Transitional Closeout Plan.
 - b. Household demographics and composition
 - c. Needs and Risk Assessments results
 - d. Household Income Characteristics
 - e. Other reports requested by HUD, on behalf of FEMA, including consolidated data and reports requests across case management metrics
 - f. HUD, on behalf of FEMA, may request additional reports on an as needed-basis
- (3) If HUD determines that payments by HUD, on behalf of FEMA, to the grantee exceed the amount of the payment approved by HUD, the excess must be applied as determined by HUD. Such applications determined by HUD may include, but are not limited to, application of the excess payment against the amount of the payment for a subsequent month.
- c. The grantee must take any actions required by HUD, on behalf of FEMA, regarding the excess payment, and must, upon demand by HUD, promptly remit the excess payment to HUD.
 - d. The accounting system of the grantee shall ensure that it will not commingle these grant funds with funds from any other sources that include, but are not limited to, other FEMA or HUD program funds or funds from other Federal, State, tribal or local government agencies.

11. DHAP-Katrina Transitional Closeout Plan Case Management Services Requirements

- a. The grantee must comply with the requirements of the DHAP-Katrina Case Management Guidelines and the DHAP-Katrina Transitional Closeout Plan case management services, as defined in this grant agreement.
- b. The DHAP-Katrina Transitional Closeout Plan requirements are embodied in the Inter-Agency Agreement between FEMA and HUD, the Operating Requirements for the program, this grant agreement, any applicable HUD notices, Federal Register Notices, regulations, contracts and HUD policies for the DHAP.
- c. The objectives of DHAP-Katrina Transitional Closeout Plan case management services are greater self-sufficiency and long-term housing for participating families. This will include assisting participants to identify non-disaster supported housing solutions such as other affordable housing options that may be available for income eligible families.
- d. If the grantee chooses to contract with another entity for the provision of case management, the contract must require the contractor to adhere to HUD's case management guidelines including, but not limited to, comprehensive needs assessments, signature of Release of Information (ROIs) consent forms, creation of individual development plans (IDP) and ongoing service connections relative to family needs and goals.
- e. Upon signing this agreement, HUD, on behalf of FEMA, will provide the grantee with all relevant data on eligible families. This data will include:

FEMA ID, Disaster Number, PHA providing service, Applicant Name (First Name, Last Name, Middle Initial), Date of Birth, SSN, Current Address, Current City, Current State, Current Zip, Damage Address, Damage City, Damage State, Damage Zip, Contact phone #, Contact cell phone #, Email address, Household size (if available), Elderly (Y/N), Disabled(Y/N), Phase (I, II or III), Hardship waiver (Y/N), IRT (Y/N), Current Rent, Current Rent, Subsidy, and Income level (Less than or equal to 30% AMI, Greater than 30% AMI but less than or equal to 50% AMI, Greater than 50% AMI but less than or equal to 80% AMI, Greater than 80% AMI).

- f. The grantee must notify all families receiving DHAP-Katrina Transitional Rental Payments within their jurisdiction that they are eligible to receive DHAP-Katrina Transitional Closeout case management services and how to receive assistance.
- g. Only families receiving DHAP-Katrina Transitional Rental Payments are eligible for case management services under this program. If a head of household refuses DHAP-Katrina transitional rental assistance, is terminated for cause or is no longer receiving services under the DHAP-Katrina Transitional Closeout Plan (including those that transition to long-term housing during the life of the DHAP-Katrina Transitional Closeout program) - they are no longer eligible for DHAP-Katrina Transitional Closeout Plan supported case management services and the case must be closed.
- h. Case management contractors or partners must have documented experience in providing case management services to persons with a wide range of needs. They must also have documented experience in administering case management or social service programs and in working with other local, state, and Federal social service programs. HUD, on behalf of FEMA, recommends that the grantee contract with direct social services providers in the state that have long-term experience with the DHAP-Katrina population and have implemented large (500+ cases) case management programs targeting families impacted by Katrina / Rita and / or that participated in the DHAP-Katrina. These organizations should include, but are not limited to, Tier 1 Katrina Aid Today (KAT) agencies.
- i. HUD, on behalf of FEMA, recommends that all contracts be performance based.
- j. Case managers must maintain case files on each individual receiving case management services in a secured location provided by the grantee or case management entity. At the minimum, case managers must maintain a copy of the following documents:
 - i. Needs assessment
 - ii. Signed ROI, and
 - iii. Signed IDP.
- k. A copy of these documents must be stored in a case file and /or electronic files. The maximum average caseload ratio of case managers to households must not exceed 1:50. The grantee and their contractors have the flexibility to assign less than 50 or more than 50 cases to case managers in response to special needs, so long as the average across all case managers does not exceed the 1:50 ratio.
- l. The grantee or its case management partners must have each DHAP-Katrina family member age 19 or older that is participating in case management services complete a

- ROI. The ROI must authorize the case manager to report information and share information with service providers involved in the IDP for each family member.
- m. Each family must be provided with information on the confidentiality policies of the grantee and their case management providers. Case management information must not be shared with outside organizations, except for those that are involved in the participants IDP and covered under the ROI.
 - n. Needs Assessments and Risk Assessments for all heads of household must be conducted to determine service needs.
 - o. IDPs must be established for each head of household based on the information gained during the needs assessment.
 - p. Goals in the IDP must have completion dates set no later than August 31, 2009.
 - q. The grantee must use any program forms required by HUD.
 - r. The grantee must proceed expeditiously with providing case management services under this Grant Agreement.

12. HUD's reporting requirement to FEMA

- a. HUD to provide monthly reports to FEMA that are consistent with the reports received from HUD during the previous DHAP-Katrina case management program.
- b. Case management reports must include, but are not limited to, data regarding active open cases, closed cases, needs assessments completed, risk assessments completed and IDP's established.

13. Use of Program Receipts

- a. The grantee must use program receipts to provide case management services for eligible families in compliance with the DHAP-Katrina Transitional Closeout Plan and all HUD requirements. Program receipts may only be used to pay eligible program expenditures.
- b. The grantee must not make any program expenditures, except in accordance with the reporting and other HUD requirements.
- c. If required by HUD, program receipts in excess of current needs must be promptly remitted to HUD.

14. Depositary

- a. Unless otherwise required or permitted by HUD, all program receipts must be promptly deposited with a financial institution selected as depositary by the grantee in accordance with HUD requirements.
- b. The grantee must enter an agreement with the depositary institution in the form required by HUD.
- c. The grantee may only withdraw deposited program receipts for use in connection with the program in accordance with HUD requirements.
- d. The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:

- (1) The depository must not permit any withdrawal of deposited funds by the grantee unless withdrawals by the grantee are expressly authorized by written notice from HUD to the depository.
 - (2) The depository must permit withdrawals of deposited funds by HUD.
- e. If approved by HUD, the grantee may deposit under the depository agreement monies received or held by the grantee in connection with any contract between the grantee and HUD.

15. Program Records

- a. The grantee must maintain complete and accurate records for the program. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.
- b. The grantee must furnish HUD such financial and program reports, records, statements, and documents, in such form, and accompanied by such supporting data as required by HUD and FEMA by the 15th of each month in which payment is received, at a minimum this report will include:
 - (1) A list of those participants served by name and FEMA registration ID. Upon request
 - (2) A list of participants no longer receiving disaster case management services by name and FEMA registration ID, the ending date of their services and the reason why their disaster case management services were discontinued
 - (3) Management summary reports on case management outputs and resident outcomes.
- c. FEMA, HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all grantee offices and facilities, and to all the books, documents and records of the grantee relevant to administration of the program, including the right to audit and to make copies.
- d. The grantee must engage and pay an independent public accountant to conduct audits that are required by HUD in accordance with OMB Circular A-133.

16. Default by Grantee

- a. Upon written notice to the grantee, HUD, on behalf of FEMA, may take possession of rights or interests in connection with this program, including funds held by a depository, and rights or interests of program receipts, or may order the grantee to take remedial action, if HUD determines that:
 - (1) The grantee has failed to comply with any obligations under this Grant Agreement; or
 - (2) The grantee has failed to provide case management services in a manner consistent with program requirements; or
 - (3) The grantee has made any misrepresentation to HUD of any material fact.
- b. HUD's exercise or non-exercise of any right or remedy under the Grant Agreement is not a waiver of HUD's right to exercise that or any other right or remedy at any time.

17. Program Closeout

Upon conclusion of the grantee's DHAP-Katrina Transitional Closeout Plan case management services program, HUD, on behalf of FEMA, will conduct a settlement process in accordance with DHAP-Katrina Transitional Closeout Plan operating requirements and then adjust funding for the grantee accordingly and return any unused funds to FEMA.

18. Fidelity Bond Coverage

The grantee must carry adequate fidelity bond coverage, as required by HUD, of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

19. Exclusion of Third Party Rights

- a. A family that is eligible for case management services under this Grant Agreement is not a party to or third party beneficiary of the Grant Agreement.
- b. Nothing in the Grant Agreement shall be construed as creating any right of any third party to enforce any provision of this Grant Agreement, or to assert any claim against HUD or the grantee.

20. Grant Misrepresentation

The grantee or any other entity under this instrument who makes or causes to be made a false statement, claim or misrepresentation, which the Grantee or entity knows or has reason to know is false, may be imprisoned and/or fined in accordance with the civil or criminal penalties and/or fines applicable under law, including Title 18 of the United States Code (U.S.C.), Title 31, section 3801, et seq. (Program Fraud Civil Remedies Act) and any other applicable provision or Federal, state or local law.

21. Grant Agreement

- a. The Grant Agreement is an agreement between FEMA and the grantee.
- b. The Grant Agreement shall not be amended or modified without prior written approval from FEMA.
- c. FEMA will make funds available to HUD and the grantee pursuant to this Grant Agreement and the DHAP-Katrina Transitional Closeout Plan Requirements in the manner and amounts described herein.

22. Termination

The Grant term shall begin on _____ and shall end no later than August 31, 2009.

23. Acknowledgements

- a. The Grantor and the Grantee acknowledge HUD's right to administer and enforce the provisions under this Grant Agreement, the Standard Operating Procedures and any subsequent HUD directives and guidance for the DHAP-Katrina Transitional Closeout Plan.
- b. By entering into this Grant Agreement, it is so acknowledged by the signature below, that the Grantee has the legal capacity and authority to administer the DHAP-Katrina

Transitional Closeout Plan Case Management Services in the jurisdiction covered by this Agreement.

24. Compliance with the Privacy Act of 1974

Each DHAP-Katrina Transitional Closeout Plan grantee is required to protect the information it obtains from residents in accordance with the Privacy Act of 1974.

WITNESS WHEREOF, the parties have executed this Grant Agreement by their duly authorized signatories as of the date signed by both parties.

United States of America
Federal Emergency Management Agency
Signature of Authorized Representative

X _____ Date Signed _____

Name and Official Title (Print or Type) _____

DHAP FEMA Assistance Officer, Office of the Assistant Administrator of the Grant Programs
Directorate on behalf of the Disaster Assistance Directorate

Public Housing Agency

Name of
Agency: _____
Signature of Authorized Representative

X _____ Date Signed _____

Name and Official Title (Print or Type):