



Recipient Information

1. Recipient Name and Address

Name of Recipient
Address Line 1
Address Line 2
City, state, zip code + four

2. Employer Identification Number (EIN)

3. Unique Entity ID Number (UEI)

Financial Award Summary

4. Amount of Federal Funds Obligated by this Action
\$

5. Total Amount of Federal Funds Previously Obligated
\$

6. Total Amount of Federal Award (4 + 5 = 6)
\$

7. Indirect Cost Rate:
If applicable, up to 15% de minimis or as negotiated and previously approved. See 2 C.F.R. § 200.414.

8. Total Approved Cost Sharing
N/A

Federal Agency

9. VA Contact Information

Chelsea Watson, Director
Department of Veterans Affairs (VA)
Grant and Per Diem (GPD) National Program Office
GPDgrants@va.gov

Federal Award Information

10. Federal Award Identification Number (FAIN)

11. Award Action
Renewal

12. Award Date

13. Project Period
From to

14. Budget Period
From to

15. Statutory Authority
38 U.S.C. §§ 2002, 2011, 2012, 2013, 2016, 2061

16. Project Title
VA Homeless Providers Grant and Per Diem Program

17. Assistance Listing Number / Name
64.024 / VA Homeless Providers Grant and Per Diem Program

18. Is this a Research & Development Award?
No

19. Method of Payment
Automated Clearing House

20. Award Description
VA approves the budget and awards funding to the organization identified above to provide activities in accordance with the grant application and applicable requirements.

Federal Agency Approval

Name, title, signature of VA awarding official

Grantee Acceptance

By signing, I certify that I am authorized to make legal commitments on behalf of this organization, have reviewed all pages, and agree to comply with all the terms and conditions of this agreement.

Name, title, signature of authorized grantee official



In accepting a VA award (or agreement or grant agreement), the grantee (or recipient or you) assumes legal, financial, administrative, and programmatic responsibility for administering the award. All applicable appropriations, laws, statutes, rules, regulations (e.g., 38 C.F.R. part 61; all applicable parts of 2 C.F.R. including parts 1, 25, 170, 175, 180, 182, 183, 184, 200, 801, and 802), Notice of Funding Opportunity (NOFO) requirements, Executive Orders governing assistance awards, statutory and national policy requirements (e.g., 2 C.F.R. § 200.300 and 41 U.S.C. § 4712), and these terms and conditions are hereby incorporated into this award by reference. While VA may provide grantees with reminders regarding award requirements, not receiving a reminder does not relieve grantees of the responsibility to meet all applicable requirements. The grantee agrees to provide what is outlined in this award, the application, and any modifications approved in writing by the GPD National Program Office.

By submitting an application with a signed SF-424 and by accepting this agreement, you, and your executives, as defined in 2 C.F.R. § 170.315, certify that your policies comply with all applicable requirements. Your signature on the SF-424, including electronic signature, constitutes a binding offer and constitutes agreement to these terms and conditions. Furthermore, by drawing or otherwise obtaining funds for the award from the payment system or other payment process, you accept these terms and conditions and agree to perform in accordance with the requirements. Grantees who do not obtain funds for the award within 180 calendar days, or as approved in writing by VA, are subject to the grant being withdrawn for failing to establish the project (38 C.F.R. 61.12(i)(2)).

1. Terms related to non-Construction funding

- a) Grantees agree to comply with government-wide certifications by maintaining an active registration in the System for Award Management (SAM) and completing the Federal financial assistance representation and certification section.
 - i. Grantees must ensure that all people, subrecipients, and contractors involved in the project are eligible to participate in a Federal award and that a process is in place to regularly ensure no involved people or organizations are excluded per (2 C.F.R. § 200.206(d)). Exclusions are posted at [SAM.gov](https://www.sam.gov).
 - ii. Grantees must ensure any subrecipients or contractors comply with SAM requirements. The details of grantee obligations are posted at [SAM.gov](https://www.sam.gov). Support is available at [FSD.gov](https://www.fsd.gov). SAM and UEI requirements are hereby incorporated by reference into this agreement. For details, see [2 C.F.R. part 25 Appendix A](#).
- b) The key personnel role for this award is: **Project Director**.
- c) Selected requirements from the NOFO published on **XX** are referenced here:
 - i. Grantees must comply with eligibility requirements, such as eligibility for organizations, participants, services, and activities. Grantees must not duplicate costs or activities.
 - ii. Grantees must implement a low-barrier, harm-reduction approach that applies Housing First principles to providing services to Veterans. Grantees must have policies and procedures for maintaining low barriers and high-quality engagement through the service period, including for Veterans who relapse. Generally, this means service occurs on the same day the Veteran is identified or referred to the GPD project or within no more than 72 hours.
 - iii. Grantees must participate in the Homeless Management Information System (HMIS), the local coordinated entry process, and the by name list as appropriate.
 - iv. Grantees who do not meet performance measures, do not maintain occupancy or caseloads, exceed expected lengths of service to Veterans, or otherwise perform or appear to perform less than satisfactorily (e.g., as a result of a risk assessment or due to information regarding the organization's financial stability or management standards) may be subject to additional conditions of award or remedies for noncompliance (2 C.F.R. §§ 200.208, 200.339). Additional conditions or remedies may include but are



not limited to additional project monitoring, reduced award amount, disallowed costs for all or part of activities, withholds, suspensions, or terminations.

- v. Grantees must monitor their actual costs compared to requested costs at least quarterly and submit a revised request immediately, when needed, to prevent improper accumulation of unobligated funds.
 - vi. Grantees must have written standard procedures in place to implement grant requirements.
 - vii. **[direct quotes from the NOFO may be added as needed]**
- d) If applicable, grantees will furnish to Veterans the level of care for which such application is made and in conformance with the standards of care prescribed by VA, annual VA inspections (38 C.F.R. § 61.65), and all applicable Federal, state, and local laws, codes, regulations, and ordinances (38 C.F.R. § 61.80).
 - e) If applicable, grantees will ensure that no more than 25% of the awarded beds for adult participants are occupied at any one time by people not being served by the GPD grant. If applicable, this also applies to any portion of GPD beds that received capital grant funding.
 - f) Grantees will ensure staff supported by grant funds are trained annually regarding suicide prevention and how to address situations in which Veterans demonstrate suicidal ideation. Grantees must develop standard procedures on suicide prevention in consultation with the local VA medical facility.
 - g) Grantees will ensure staff supported by grant funds who provide services to Veterans are trained annually regarding equity and inclusion. Grantees must develop standard procedures on nondiscrimination of any individuals based on factors including but not limited to race, color, religion, sex, gender identity, gender expression, sex characteristics, sexual orientation, pregnancy, national origin, disability, age, genetic information, marital status, parental status, or political affiliation.
 - h) Grantees will ensure to proactively engage with Veterans to maximize access to any applicable health care services, including but not limited to VA services, Medicare, Medicaid, local or regional services, and private or public services.
 - i) Grantees agree to use VA funds properly. In accordance with 2 C.F.R. §§ 200.339-343, VA may terminate this award or take other action if the grantee no longer effectuates the program goals or VA priorities, or if a grantee fails to comply with any one of the terms and conditions of the award whether stated in a Federal statute, regulation, the Financial Assistance General Certifications and Representation report submitted to SAM, or elsewhere.
 - j) Consistent with § 200.206, VA may monitor grantees for a satisfactory record of executing programs or activities under any VA or non-VA Federal grant, cooperative agreement, or procurement award. VA will monitor grantees for integrity and business ethics. VA may make or continue a grant if it is determined that any non-satisfactory information identified is not relevant to the current VA award under consideration or if there are specific conditions that can appropriately mitigate the effects of the recipient entity's risk in accordance with § 200.208. VA may impose specific conditions of award (§ 200.208) and/or remedies for noncompliance (§ 200.339), including termination of the grant to a recipient who does not fully meet these standards. In general, there is no single triggering event that mandates VA take a particular enforcement action. Usually, enforcement actions (singly or in combination) will escalate in severity based on the demonstrated unwillingness or inability of a grantee to take corrective action. However, there may be instances in which termination is the most appropriate first course of action and is necessary to protect the interests of the Government and the public.
 - k) Grantees agree to comply with the organizational audit requirements of 2 C.F.R. part 200 subpart F Audit Requirements and further, understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues from subpart F (or any other audits or fiscal reviews of VA grant funds) are not satisfactorily and promptly addressed.



- l) Grant funds may be used only to defray the costs of the purposes in the grantee's approved application and when allocated as directed in the NOFO and in 2 C.F.R. part 200 subpart E Cost Principles. Grantees shall not undertake any work or activities that are not described in the approved application, or that use staff, equipment, or other goods or services paid for with VA grant funds, without written prior approval from VA.
- m) Reporting of Matters Related to Recipient Integrity and Performance: If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the project period of this Federal award, then you as the recipient during that period of time must ensure the information available in the SAM records about civil, criminal, or administrative proceedings is current and complete. This is a statutory requirement under P.L. 110-417 § 872, as amended (41 U.S.C. § 2313). See Appendix XII of 2 C.F.R. part 200 for full details.
- n) Grantees must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information VA or the pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality. Grantees must not include PII in communications with VA unless it is necessary to do so and unless measures are taken to encrypt or to otherwise protect the communication. No PII regarding program participants may be submitted to VA through the program's electronic grants management system. For definitions and requirements, see 2 C.F.R. part 200 (e.g., §§ 200.1 Definitions, 200.303 Internal controls).
- o) Pursuant to 2 C.F.R. § 200.322, grantees certify to use VA grant funds for projects that meet domestic content procurement preferences specified in the Build America, Buy America Act (P.L. 117-58). Domestic content procurement preference means all iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Manufactured products must be manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product. For construction materials, all manufacturing processes for the construction materials must occur in the United States. GPD transitional housing grants and case management grants are not infrastructure projects. Therefore, generally, infrastructure costs are not allowed, including but not limited to costs for acquisition, renovation, construction, or other changes to buildings or real property. However, consistent with Federal-wide initiatives (e.g., Executive Order 14005, Office of Management and Budget (OMB) memos M-21-26 & M-24-02 and P.L. 117-58), if written prior approval is received from the GPD National Program Office for infrastructure costs, then GPD grantees must ensure domestic preference for those infrastructure activities if applicable to the grantee's project (consistent with P.L. 117-58 and 2 C.F.R. § 200.322). Information about Made In America policies is available at the [Made in America website](#).
- p) Federally appropriated funds must not be used to disseminate information that is deliberately false or misleading. Any false, fictitious, or fraudulent information, or the omission of any material fact, may subject grantees to criminal, civil, or administrative penalties, including termination, for fraud, false statements, false claims, or otherwise (38 U.S.C. § 1001 and 31 U.S.C. §§ 3729–3730 and 3801–3812).

2. Standard Requirements

- a) Standards for financial management require that a recipient's financial system control and account for Federal funds and cost sharing under the award and produce financial reports.
- i. States must expend and account for funds under the award in accordance with state laws and procedures that apply to the expenditure of and the accounting for the state's own funds.
 - ii. In addition, the state's and other recipient's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the award, must be sufficient to permit:



- Preparation of required reports; and
 - Tracing funds to a level adequate to establish that funds are used according to the Federal statutes, regulations, and terms and conditions of the award.
- iii. States must comply with the cash management standards in 31 C.F.R. part 205, which implement the Department of the Treasury's Cash Management Improvement Act of 1990 (31 U.S.C. § 6503, as amended by P.L. 101-453 § 5 and 2 C.F.R. § 200.305).
- iv. VA must make prompt payments to recipients for allowable costs. The recipient must promptly refund any balances of unobligated cash that VA has paid and that is not authorized to be retained. Unreturned funds become delinquent debts according to 2 C.F.R. part 200 (e.g., §§ 200.305, 200.344-346).
- b) Grantee's financial management system must enable compliance with 2 C.F.R. part 200 (e.g., 2 C.F.R. §§ 200.300-346; 400-476; and 500-512).
- i. Financial Reporting. Recipients must provide accurate, current, and complete financial information about the Federally assisted activities. If subawards are executed under the award, recipients must have reasonable procedures for ensuring financial reports are submitted from each subrecipient in time to allow the recipient to prepare reports.
 - ii. Accounting Records. Recipients must maintain records that adequately identify the sources of funds for Federally assisted activities and the purposes of funds. The records must contain information about the award and any subaward, including authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and any program income. The accounting records must be supported by source documentation, such as cancelled checks, paid bills, payrolls, and time and attendance records.
 - iii. Program Income: Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used to reduce the Federal costs rather than to increase the funds available to the project. See 2 C.F.R. § 200.307.
 - iv. Internal Control. Recipients must maintain effective control over and accountability for all cash, real and personal property, and other assets under the award. Recipients must adequately safeguard all assets and ensure they are used only for authorized purposes.
 - v. Budget Control. Recipients must compare actual expenditures or outlays with the approved budget.
 - vi. Allowable Costs. Recipients must have established procedures for determining reasonableness, allocability, and allowability of costs in accordance with the applicable Federal cost principles, program regulations, program NOFO, and other Federal requirements, including 2 C.F.R. part 200 subpart E Cost Principles. As stated in the NOFO, indirect costs, as defined in § 200.412-415, are allowable if supported by a Federally Negotiated Indirect Cost Rate Agreement or if supported by a certification of de minimis indirect cost rate declaring a rate of up to 15% of modified total direct costs as described in § 200.414. Otherwise, all requested costs must be direct costs.
 - vii. Cash Management. Consistent with 2 C.F.R. § 200.305, recipients must have procedures for minimizing time elapsing between any payments of funds and disbursement of the funds for direct program costs and the proportionate share of any allowable indirect costs. Recipients must ensure the timing and amount of any payments to subrecipients under the award conform to this standard.
 - viii. Requirement for Performance Data. In comparing actual expenditures or outlays with budget amounts, as required, recipients must relate financial information to performance data. For this purpose, VA will accept estimates based on available documentation.



- ix. Review of Financial Management System. VA may review the recipient's financial management system at any time to determine whether it complies with the requirements.

3. Period of Availability of Funds

- a) The project and budget periods for this award are indicated on page 1 of this grant agreement. The recipient may charge to the award only allowable costs resulting from obligations incurred during the budget period.
- b) VA does not allow pre-award costs unless otherwise stated in the NOFO. If pre-award costs are allowed by the NOFO and if they are requested in the application, then this grant agreement constitutes VA's written prior approval to allow pre-award costs. All requirements related to pre-award costs apply (e.g., 2 C.F.R. § 200.458).
- c) Costs that require written prior approval in accordance with 2 C.F.R. part 200 subpart E Cost Principles, including those incurred as pre-award costs, are not approved by this grant agreement. Such costs require specific written prior approval from VA (2 C.F.R. § 200.308(f)(4)).

4. Publications

Any publications or articles resulting from the award must acknowledge the support of the VA and will include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant from the United States Department of Veterans Affairs. The opinions, findings, and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of Veterans Affairs." The recipient must ensure that this disclaimer is included on all brochures, flyers, posters, billboards, or other graphic artwork produced under the terms of the award.

Grantees will not use VA's name or any of its components, except in factual publicity and with the written prior approval of VA, which approval shall not be unreasonably withheld. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of grantees. Where the publicity references VA, publicity will be accompanied by a disclaimer to the effect that no VA endorsement is intended. Any publicity (meaning any efforts to communicate broadly to a general population for any purpose) released by grantees concerning this agreement or the program shall be subject to written prior approval by VA. Grantees shall not publish any data regarding the program without written prior approval from VA, regardless of whether such data has been publicly disclosed by any other person, unless otherwise required by law, provided that notice of such disclosure will be made to VA if permitted by law.

5. Use of VA's logo, seals, flags, and other materials

Grantees may not use VA's logo, seals, flags, and other symbols without written prior approval from VA that the proposed use advances the aims, purposes, and mission of VA. VA approval is not guaranteed but will not be unreasonably withheld.

6. Protected Information

- a) Except for certain types of information that may be considered proprietary or private information that cannot be released, most grant-related information submitted to VA by applicants or grantees in the application, award phase, or post-award phase is considered public information and is subject to possible release to individuals or organizations outside VA. The statutes and policies that require this information to be made public are intended to foster an open system of government and accountability for governmental programs and expenditures and to provide information about Federally funded activities (Privacy Act 5 USC 552(a) as amended).
- b) The GPD National Program Office's normal established practice is to not release an applicant's or grantee's merit review information to anyone outside of VA.

7. Post-award Requirements for Closeout



- a) VA will provide recipients with information regarding final report due dates and where to send the final reports. VA will notify the recipient in writing of any changes to the reporting requirements before the project period end date. Copies of required forms and instructions are included with the award and are provided to each recipient by VA.
- b) Recipients must submit, within 120 calendar days after the project period end date of the award, all final financial, performance, and other reports as required by the terms and conditions of the award. Written prior approval from VA is needed for extensions. Requirements include:
 - i. Unless VA authorizes an extension, grantees must liquidate all obligations incurred during the award period no later than 120 calendar days after the project period end date.
 - ii. Administrative closeout costs may be incurred up to 120 calendar days after the end date or prior to submitting the final report, whichever is first. Administrative closeout activities are limited to activities such as the preparation of final reports. No other costs are allowed for administrative closeout activities.
 - iii. VA will make any upward or downward adjustments to the Federal share of costs after closeout reports are received, not to exceed the amount of the award unless otherwise prohibited by statute or regulation.
 - iv. The recipient must account for any property acquired with Federal funds or received from the Federal Government in accordance with applicable rules, regulations, and laws. If applicable, grantees will be required to submit the SF-429 to report on real property after the end of the grant.
 - v. In the event a final audit or fiscal review has not been performed before the closeout of the award, VA retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit or fiscal review.
 - vi. The recipient agrees to submit financial status reports to VA using the SF-425 Federal Financial Report form. Semiannual SF-425 reports are due no later than 30 calendar days after the end of every six-month period and annual SF-425 reports are due no later than 120 calendar days after the end of each grant year. The final report shall be submitted no later than 120 calendar days following the end date. Failure to provide this report in accordance with 2 C.F.R. § 200.344 and with the terms and conditions of the award, will result in VA proceeding to closeout with the information available usually within one year of the project period end date and will result in VA reporting the grantee's material failure to comply with the terms and conditions of the award to the OMB-designated system (currently SAM).

8. Retention and Access Requirements for Records

- a) The recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for three years from the date of submission of the final expenditure report. For awards that are renewed quarterly or annually, these same records must be maintained from the date of submission of the quarterly or annual financial report as authorized by VA.
- b) The only exceptions are the following:
 - i. If any litigation, claim, audit, or fiscal review is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or findings involving the records have been resolved and final action taken.
 - ii. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
 - iii. When records are transferred to or maintained by VA, the three-year retention requirement is not applicable to the recipient.

9. Timely and Unrestricted Access and Protection from Retaliation



- a) VA, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients and subrecipients that are pertinent to the award to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a recipient's and subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access are not limited to the required retention period but must last as long as records are retained. (See also 2 C.F.R. § 200.337.)
- b) Employees of grantees are protected from discharge, demotion, or retaliatory discrimination for making disclosure, to any of the entities set forth in paragraph (a)(2) of 41 U.S.C., regarding certain types of wrongdoing involving Federal contracts or grants (41 U.S.C. § 4712 (a)(1)-(2); (2 C.F.R. § 200.217). The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections. (2 C.F.R. § 200.217). Among other entities, the VA Office of the Inspector General (OIG) is authorized to receive such disclosures. The OIG maintains a toll-free number (1-800-488-8244) for receiving disclosures, including those concerning gross mismanagement of a Federal contract or grant, fraud, waste of Federal funds, abuse of authority under grants and cooperative agreements, substantial and specific danger to public health and safety, or violations of any law, rule, or regulation related to a Federal contract or grant. Information also may be submitted by web form at the [OIG Hotline website](#) or by mail to VA Inspector General Hotline (53H), 810 Vermont Ave., NW, Washington, DC 20420. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

10. Federal Debt Status

The recipient may not be delinquent in repaying any Federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefits that were overpaid (See 2 C.F.R. §§ 200.344-346 and OMB Circular A-123 Appendix D). The recipient must notify VA immediately if they become delinquent during the project period. VA may release award funds after the recipient provides a repayment plan accepted by the Internal Revenue Service and after payments are made.

11. Nondiscrimination Policies

Federal laws prohibit discrimination in housing programs and activities. These obligations extend to recipients of Federal financial assistance, including subrecipients. Grantees agree to these obligations, for example, when completing the Federal financial assistance representation and certification section in SAM. Grantees must stay informed and compliant with applicable laws. For example, the recipient must execute the project (e.g., productions, workshops, programs) in accordance with the following laws as applicable (2 C.F.R. § 200.300). . Grantees who are unsure how a specific law applies to them should seek advice from their legal counsel.

- a) **The Americans with Disabilities Act of 1990**, as amended, prohibits discrimination based on disability in employment (Title I), state and local government services (Title II), places of public accommodation, and commercial facilities (Title III) (42 U.S.C. § 12101-12213).
- b) **The Fair Housing Act of 1968** (FHA), as amended, as codified in 42 U.S.C. § 3601, protects persons seeking housing assistance or engaging in other housing-related activities. GPD grants fund transitional housing programs and supportive services like case management programs for Veterans experiencing or at risk for homelessness. The Department of Housing and Urban Development (HUD), the agency charged with overseeing the FHA, has explicitly declared that sex includes gender identity and sexual orientation ([HUD Memorandum](#)). Grantees must ensure that they are informed of and comply with all state, local, and Federal housing laws, as many states and cities have added explicit protections against discrimination based on sexual orientation and gender identity.
- c) **Equal Treatment for Faith-Based Organizations and Activities**
 - i. Grantees must comply with the requirements of 38 C.F.R. § 61.64 and [38 C.F.R. part 50](#).



- ii. A faith-based organization that is a grantee retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections of the law.
- iii. A faith-based organization may not use direct Federal financial assistance from VA to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements.
- iv. An organization receiving Federal financial assistance may not, in providing services funded by VA, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- v. Grantees must give written notice of certain protections to all Veterans and prospective Veterans (or other eligible beneficiaries) consistent with the requirements of 38 C.F.R. 50.3 and appendix C of 38 C.F.R. part 50 regarding equal treatment for faith-based organizations. See also the GPD provider website for [suggested language](#).

12. Debarment and Suspension

- a) You must comply with requirements regarding debarment and suspension in 2 C.F.R. parts 180 and 801. You also must include a similar term or condition, as appropriate, in any subawards or contracts under this grant.
- b) Pursuant to 2 C.F.R. 180.335 before signing this grant agreement, and at any point during which you have an active grant or an application under review, you must notify the GPD National Program Office immediately if you know (e.g., from a review of SAM) that anyone potentially participating in the grant-funded project:
 - i. Is presently excluded or disqualified (2 C.F.R. §§ 180.935-940);
 - ii. Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
 - iii. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in § 180.800(a); or
 - iv. Has had one or more public transactions, such as a grant (Federal, state, or local), terminated within the preceding three years for material failure to comply, cause, or default.
- c) There are circumstances under which VA may receive information concerning your organization's fitness to carry out a project and administer Federal funds, for instance:
 - i. Conviction of, or a civil judgment for, the fraud, embezzlement, theft, forgery, making false statements;
 - ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; or
 - iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.
- d) In these circumstances, VA may need to act quickly to protect the interest of the Government by suspending payments while undertaking an investigation of the specific facts. VA may coordinate suspension actions with other Federal agencies that have an interest in the findings. A suspension may result in debarment from receiving Federal funding for up to three years.

13. Lobbying

You may not conduct lobbying, as defined in the statutes and regulations listed here, within your Federally supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to 2 C.F.R. (e.g., § 200.450), and 38 C.F.R. part 45, available at the [eCFR website](#).



14. Site Visits

VA, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide technical assistance. If VA makes any site visit on the premises of the recipient, a subrecipient, or a contractor, the recipient shall provide, and shall require its subrecipients and contractors to provide, all reasonable facilities and assistance for the safety and convenience of the VA representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that will not unduly interfere with or delay the work.

15. Prompt Payment Act

Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay interest penalties will not be obligations of the United States.

16. Veteran Definition

For purposes of participant eligibility, the term Veteran means a person who served in the active military, naval, air, or space service, regardless of length of service, and who was discharged or released therefrom, .

The term Veteran excludes a person who received a dishonorable discharge or was discharged or dismissed by reason of the sentence of a general court-martial, as determined by VA. See 38 U.S.C. § 2002 for additional information.

17. Payments

- a) Per 2 C.F.R. § 200.305(b)(3) and 38 C.F.R. part 61, reimbursement payments for services rendered will be the method of payment. Grantees must disclose any other sources of income that may defray the cost of grant activities. Payments will be paid in accordance with 2 C.F.R. part 200 and 38 C.F.R. part 61.
- b) Grantees will submit requests for payment via one of two methods. The first is through the VA Vendor Inquiry System and the second is through the U.S. Department of Health and Human Services Payment Management System. VA will tell grantees which payment method to use and how to enroll.
- c) Grantees are required to submit properly prepared and fully documented payment requests within 30 calendar days of the end of each month. Grantees who are unsure if their submission is properly prepared and fully documented should submit early to allow time for review and resubmission before the deadline. With written prior approval from the GPD National Program Office, grantees may submit requests more frequently if needed.
- d) If applicable, unobligated balances must be returned or written prior approval must be received from the GPD National Program Office to carry forward an unobligated balance to a future funding period. At VA's discretion, unobligated balances or carryover amounts may be used to offset future funding amounts as appropriate (2 C.F.R. §§ 200.308(g)(3) and 200.403(h)).
- e) Consistent with 2 C.F.R. § 200.211(c)(1)(iv) and 38 C.F.R. part 61, subsequent budget periods, if applicable, are not guaranteed. Subsequent budget periods are subject to program priorities, the availability of funds, program authority, satisfactory performance, and compliance with these terms and conditions of the award.

18. Performance Metrics and/or Monitoring Requirements

- a) VA will appoint to grantees a liaison from a nearby VA medical facility to oversee and monitor Veteran services. VA will monitor each grantee regularly including, at a minimum, a quarterly review of the grantee's performance, helping Veterans attain or maintain housing stability, adequate income support, and self-sufficiency as identified in the application and NOFO. Monitoring may include a financial review of the agency's income and expenses as they relate to this project to ensure payment is accurate and to ensure compliance with requirements. Grantees will be expected to demonstrate adherence to their proposed program concept, as described in the application. All grantees are subject to audits and fiscal reviews conducted by VA or its representative.



- b) Grantees will be assessed based on their ability to meet critical performance measures and required minimum performance targets set for this award. VA may, at its discretion, update these measures or targets at any point prior to or during the project period. As applicable, each grantee's performance will be measured against the commitment provided in the application regarding the performance measures identified in the NOFO.
- c) Grantees must meet program requirements defined by the regulations and the applicable NOFO. Performance goals, indicators, and targets are incorporated by reference. Performance goals also are detailed in the regulations, NOFO, the application, or guidance materials at the program office's website.

19. Electronic Signature

If the GPD National Program Office identifies discrepancies or concerns with any electronic or scanned signature provided, VA reserves the right to request that the agreement be resubmitted with a true ink signature.

SAMPLE