

FY22 Continuum of Care / Balance of State  
Capacity Building Grant

**VIRGINIA HOUSING**  
**601 SOUTH BELVIDERE STREET**  
**RICHMOND, VIRGINIA 23220**

**GRANT AWARD NOTIFICATION (GAN)**

Recipient Information		VHDA Information		
1. Contact Information:	Hampton Department of Human Services 1320 LaSalle Avenue Hampton, Virginia 23669 Angel Hill Angelique.Hill@dss.virginia.gov	11. Grant Authority:	VHDA	
		12. FAIN:	N/A	
		13. Federal/VHDA Award Date:	1st day of February 2022	
		14. Total Federal Award:	N/A	
2. Universal Identifier (DUNS):	66019902	15. Fund Source:	VHDA	
3. VHDA Contact:	Catrina Paige Catrina.Paige@virginiahousing.com	16. Indirect Cost Rate:	N/A	
		17. Special Terms and Conditions: <i>This award is further subject to the attached Grant Agreement, Program Handbook and Funding Opportunity.</i>		
4. Grant Title:	FY22 Continuum of Care / Balance of State Capacity Building Grant	18. Program Specific Instructions: <b>Organization has applied for Strategic Plan</b>		
5. Funding Opportunity:	FY22 Continuum of Care / Balance of State Capacity Building Grant			
6. Grant Agreement	Award			
7. Grant Award Type:	New			
8. Grant Award Amount:\$	\$19,950.00			Original/Previous Award
	\$0.00			Current Award
	\$19,950.00			<b>Total Award</b>

9. Period of Grant Award:	02/01/2022-01/31/2023	
10: Eligible Activity:	Strategic Plan	
19. Authorized by: <b>Monique S. Johnson, Ph.D., Managing Director of Community Outreach</b>		
<b>Monique S. JOhnson</b>		
<b>Date:</b> Mar 4, 2022		



## **VIRGINIA HOUSING DEVELOPMENT AUTHORITY CAPACITY BUILDING TIER I FY22 GRANTEE AGREEMENT**

This Grantee Agreement is entered into as of the **1st day of February 2022**, by and between **the Virginia Housing Development Authority** “Virginia Housing” (Grantor) and **Hampton Department of Human Services** (Grantee).

### **ARTICLE I – GENERAL**

Grantee is the recipient of a Virginia Housing Capacity Building Tier I FY22 Grant in the amount of **\$19950**. This Grantee Agreement sets forth the terms and conditions under which Virginia Housing will provide grant funds to the Grantee. Grantee agrees to carry out its eligible activities under this Grantee Agreement. Virginia Housing shall be the first and primary point of contact on all matters of a technical nature. Grantee shall submit all reports and other materials following instructions provided by Virginia Housing. Virginia Housing may issue written or oral instructions to the Grantee within the Scope of Work set forth in this Grantee Agreement to supplement the Statement of Work described in this Grantee Agreement.

This Grantee Agreement is governed and controlled by Virginia Housing’s Capacity Building Handbook, which was provided in the Notice of Funding Opportunity (NOFO).

### **ARTICLE II - DEFINITIONS**

**“Eligible Activity”** meaning an activity that is both allowable and reimbursable under this Grantee Agreement as described in section IV.A.1.

**Generally Accepted Accounting Principles or “GAAP”** meaning a common set of accounting principles, standards and procedures that agencies must follow when they compile their financial statements.

### **ARTICLE III – PERIOD OF PERFORMANCE**

- A. **Period of Performance**. The period of performance shall begin on 2/1/2022 and expire at midnight on 1/31/2023

## ARTICLE IV – STATEMENT OF WORK

### A. Grant Activities:

1. **Scope of Services**. The services proposed by the Grantee in its NOFO Application approved by Virginia Housing and stored within the system of record represents the scope of services under this Grant. Grantee shall only use grant funds for the development of an organizational Strategic Plan or Succession Management Plan, and Virginia Housing will not fund any activities of the Grantee which are not such an eligible activity.
2. **Provision of Services**. To be considered eligible for reimbursement, Grantee must procure and document use of a Consultant to facilitate the development of a Strategic plan or Succession Management Plan.

### B. Requirements:

1. **Application**. Grantee must complete its application in its entirety in order to receive the grant funds described herein, the satisfaction of which is in the sole discretion of Virginia Housing.
2. **Programmatic Requirements**. Grantee must comply with programmatic requirements found in Virginia Housing's Capacity Building Handbook, as may be revised from time to time.
3. **Grant Management System ("GMS")**. WebGrants is Virginia Housing's official system of record for grant administration. The system will be utilized to apply for grant funds and other administrative tasks including approved budget, reporting, and claims.
4. **Virginia Housing-funded Program Evaluation**. Grantee is required to coordinate and cooperate with Virginia Housing staff in research and evaluative studies related to the-Grant Funds.
5. **Virginia Housing Mandatory Training**. Grantee is required to attend all Mandatory Trainings. Failure to attend Mandatory Trainings may result in Grantee being barred from future grants.
6. **Disclose Investigations**. Grantee is required to report to Virginia Housing within fifteen days if subject to unresolved findings as a result of government audit or investigations.
7. **Public Event/Press Distribution**. Grantee agrees to alert Virginia Housing/Grant Officer of any public event or press distribution that is tied to the grant award. Any use of Virginia Housing Logos must be requested in a timely manner prior to use and all marketing materials must be approved by Virginia Housing prior to use.
8. **Virginia Housing Oversight**. Grantee must cooperate with all Virginia Housing oversight activities, requests for access to facilities, requests for access to agency's files, and

requests for information, including, but not limited to, financial records. If Grantee, including those agencies that provide legal services, has other obligations that require information to be kept confidential, Grantee must take measures to ensure that Virginia Housing has access to files and information for audit and oversight purposes that demonstrates to the satisfaction of Virginia Housing that the Grantee is in compliance with requirements of this Grant Agreement. Upon written request from Virginia Housing, Grantee agrees to provide to Virginia Housing any of the above-referenced documents and/or allow access to such documents within fifteen (15) days of said notice. Grantee will be notified at least fifteen (15) days prior to reviews.

9. **Assurances and Certifications.** Grantee assures that it, its program branches and affiliates will:
- a. Administer services in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances which are hereby incorporated by reference herein.
  - b. Pursue the mission of the organization without any conflict of interest by Grantee, its paid and volunteer staff, or board members that may compromise the Grantee's ability to further its mission in accordance with Virginia Housing's Capacity Building Handbook.
  - c. Additionally, Grantee certifies:
    - i. That it is acting on its own behalf and is not under the influence, control, or direction of any outside party seeking to derive a profit or gain from its clients.
    - ii. That it meets the applicable accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), 24 CFR Parts 8 and 9, and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and that the facilities provide accessibility features for persons with disabilities and elderly persons, or will arrange to meet with such persons at an alternative accessible location or format.
    - iii. That the Grantee nor any employee, board member, or partner has been suspended, debarred, or otherwise restricted under any federal or state program.
    - iv. That the Grantee, or any of its employees, board members, partners, or affiliates has never been indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity, or ability of the agency to participate in capacity building activities. An offense includes any criminal offense that can be prosecuted at a local state, or federal level.
    - v. That the Grantee, or any of its employees, board members, partners, or affiliates have never been subject to unresolved findings as a result of HUD or other government audit or investigations.
    - vi. That it has a current certificate of good standing in all states in which it operates.
    - vii. That it is currently authorized to do business in all states where it proposes to provide counseling services.
    - viii. That it will not permit discrimination against clients on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.
    - ix. That it agrees to comply with quality control, compliance, and evaluation of the programs through for one year following the completion of the reporting year.
    - x. No staff, board member, or partner of the Grantee stands to benefit financially from the benefit of this Grantee Agreement.
    - xi. That it has documentation to

support the representations made with regard to capacity and past successful performance.

## ARTICLE V – PRICE

- A. **Maximum Grant Amount.** Grantee shall be paid according to the terms of this Grantee Agreement for all work required, performed, and accepted under this Grantee Agreement in an amount not to exceed the amount shown in Article I of this Grantee Agreement.
- B. **Cost Reimbursement.** Grantee must submit claim based on actual expenses.
1. **Allowable Expenses.** Virginia Housing shall pay Grantee, up to the Maximum Grant Amount as stated in Article I of this Grantee Agreement. Grantee is prohibited from using any part of this Grant to satisfy a delinquent debt. Allowable Costs are costs incurred in the performance of this Grant Agreement that are determined by Virginia Housing to be allowable, allocable, and reasonable in accordance with the:
    - Provisions of this Grantee Agreement, and
    - Virginia Housing’s Capacity Building Handbook
  2. **Indirect Cost Rates.** Unless the Grantee has an existing Negotiated Indirect Cost Rate Agreement (NICRA), Grantee may choose to take a ten percent (10%) de minimis indirect cost rate. Indirect cost may only be charged against salary.
  3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.
  4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
  5. **Grantees with Multiple Sources of Funding.** Grantee shall not be reimbursed by Virginia Housing under this Grantee Agreement for time spent providing services that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its claim under this Grantee Agreement only the portion of those services for which the Grantee does not receive reimbursement from any other funding source. For oversight purposes, Virginia Housing reserves the right to request from Grantee, and other stakeholders if applicable, grant reporting data and information related to program, including non-Virginia Housing sources of funding (to verify that Virginia Housing activities are not being billed to another source of funding, for example).
- C. **Burden of Proof.** The burden of proof for services rendered rests with the Grantee. All supporting records are subject to inspection and audit by Virginia Housing at any time during and after the expiration of the Period of Performance as specified in Article III.
- D. **Restrictions on Use of the Grant Award.** The Grant Funds awarded under this Grantee Agreement shall be used in accordance with the terms of this Grantee Agreement, the NOFO Application as approved by Virginia Housing, the Virginia Housing’s Capacity Building Handbook, and applicable laws and regulations.

## ARTICLE VI – REPORTING AND PAYMENTS

- A. **Claims.** A claim for reimbursement of funds, as applicable, are due to Virginia Housing via the Grants Management System as follows:

1. **Itemized Accounting of Actual Costs**

- Grantee can only request reimbursement for funds after the organization's completed Strategic Plan or Succession Management Plan is submitted to Virginia Housing;
- Proof of payment must be submitted with the claim for each expense in which reimbursement is requested.;
- Amount requested cannot exceed the currently approved budget; and
- Only one claim may be submitted under this Program.

**\*Virginia Housing will not accept/process any late claims after the final due date of 1/31/2023\***

B. **Reports**. Grantee is required to submit two (2) status reports; a mid-year report on progress, and a final report to include the Strategic Plan or Succession Management Plan before the last day of the period of performance.

C. **Programmatic Reporting Requirements**. Virginia Housing may withhold payment to Grantee if, in the sole opinion of Virginia Housing, any programmatic reporting requirements have not been satisfied or are not being satisfied.

1. **Payments to Grantee**. Grant funds will be provided to Grantee after evaluation of the Strategic plan or Succession Management Plan. Grantee will be paid for the services the consultant completed up to the award amount. Timing of the payments will be dependent upon the receipt of acceptable Strategic Plan or Succession Management Plan and claim as described above.
2. **Billing Methodology**. Grantee must clearly explain the methodology employed to calculate reimbursement.
3. **Documentation of Expenses**. Grantee must submit source documentation of direct costs, such as invoices, receipts, cancelled checks to support all invoices for payment. This information must be made available to Virginia Housing upon request and maintained for a period of at least three (3) years after the expiration of the Grant period or date of last payment, whichever occurs first. Grantee must be able to demonstrate and document the actual cost of service provision. The amount billed to the grant cannot exceed the actual cost of providing the service.
4. **Standards for Financial Management Systems**. Grantee shall maintain and operate financial management systems that meet or exceed the GAAP requirements for funds control and accountability.
5. **Withholding of Funds**. Virginia Housing may withhold payment to a Grantee if any project objective, term or condition of this Grantee Agreement is not being satisfied, including reporting requirements. This includes but is not limited to the failure of Grantee to produce a Strategic Plan or Succession Management Plan deemed sufficient by Virginia Housing. Virginia Housing may also withhold payment to Grantee if Grantee is suspended or terminated from any other Virginia Housing or local, state or federal government program, voluntarily or involuntarily placed on inactive status by Virginia Housing, or suspended or terminated from Virginia Housing's Program.
6. **Overdue Reports**. No payment request shall be approved for a Grantee who has an overdue or incomplete report until a complete report has been submitted and approved by Virginia Housing.

7. **Funds Recapture.** Virginia Housing may recapture any unspent funds. Grantee is required to cooperate with recapture requests, including any paperwork requests. Virginia Housing may utilize recaptured funds in other ways authorized by the Virginia Housing.

## **ARTICLE VII – SECURITY OF CONFIDENTIAL INFORMATION**

- A. **Security.** If applicable, Grantee shall secure, under lock and key if applicable, all personal information regarding clients, whether such information is generated by the agency itself or received from outside sources. This includes securing notes on counseling sessions, and any other information regarding individual clients. Grantee shall not disclose such information to anyone other than Virginia Housing or other parties to whom the client consents release of the information.
- B. **Confidentiality.** If applicable, Grantee must ensure its systems protect the confidentiality of each client’s personal and financial information, regardless of whether the information is received from the client or from another source, or is collected electronically or on paper. Grantee must ensure that neither they nor their vendor discloses the information in the client’s individual file to anyone except for authorized agency personnel and Virginia Housing. Any disclosure of client information requires the express permission of the recipient whose information is to be shared.

## **ARTICLE VIII – DEFAULTS AND REMEDIES**

Virginia Housing reserves the right to recall funds already paid out if Virginia Housing determines the Grantee has falsely certified any item submitted to Virginia Housing in its application or under this agreement.

## **ARTICLE IX – AUDIT REQUIREMENTS**

- A. **Independent Audit.** Grantee shall receive an independent audit, at its own expense, no more than twelve (12) months before the execution of this grant agreement. If grantee is unable to meet this requirement, Virginia Housing reserves the right to require an independent audit at the grantee’s expense.
- B. **Audit Confirmation.** Audit confirmation requests should be mailed directly to accounts payable at:

Virginia Housing Accounts Payable  
601 S. Belvidere Street Richmond,  
VA 23220

## **ARTICLE X - DEBARMENT AND SUSPENSION**

Virginia Housing reserves the right to suspend or disbar Grantee from participation in the Virginia Housing Capacity Building Program should Virginia Housing determine that Grantee has willfully violated the terms of this agreement.



**ARTICLE XI - MARKETING**

By accepting the grant described herein, Grantee authorizes Virginia Housing to use Grantee's name, logo and trademark in connection with certain promotional materials that Virginia Housing may disseminate to the public, for example and not by way of limitation testimonials in brochures, articles in newsletters, etc. Should Grantee desire to inform Virginia Housing of specific projects accomplished as a result of the grant, Grantee should contact Virginia Housing at the following email address: [Marketing@VirginiaHousing.com](mailto:Marketing@VirginiaHousing.com). **IN WITNESS WHEREOF**, each of the Parties has caused the following Virginia Housing Capacity Building Tier I FY22 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Virginia Housing Capacity Building Tier I FY22 Grant Agreement delivered by Virginia Housing to Grantee have been accepted unless such change is acknowledged by Virginia Housing through a signature on the page of the Grant Agreement containing such change.

Virginia Housing Development Authority

Agency: \_\_\_\_\_

Signed:

Signed: \_\_\_\_\_

Monique S. Johnson, Ph.D.

Print: \_\_\_\_\_

Community Outreach Managing Director

Title: \_\_\_\_\_

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